

<p>European Stability Mechanism</p> 
<p><b>Request for Proposal</b></p>
<p><b>Ref. No.: HR/16/LT/AA/20</b></p>
<p><b>Provision of Language Training</b></p>
<p><b>15/01/2021</b></p>

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# 1 Introduction

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## 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](http://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) No 966/2012 of the European Parliament and of the Council (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 visit the ESM website for further 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**”, “**Framework 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.

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
<b>Annexes</b>		
2.	Annex 1 – Terms of Reference	Below
3.	Annex 2 – Section 1: Declaration on the Exclusion Criteria, Economic, Financial, and Operating Capacity and Absence of Conflict of Interest Annex 2 – Section 2: Non-Collusion Declaration, Section 3: Cover Certification Form	Below
4.	Annex 3 – Selection and Award Criteria and response elements	Below
5.	Annex 4 – Draft Agreement	Attached
6.	Annex 5 – Financial Cost Model	Attached

## 3 The RFP Process

### 3.1. Type of Procurement Procedure

This procurement process is carried out by the ESM under an Open Procedure in accordance with Article 9.1 (2) 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	14/01/21
2.	Deadline for submission of clarifications/questions on the Contract Notice and the RFP	12/02/21 14:00 hrs (local Luxembourg time)
3.	Response to the clarifications/questions on the Contract Notice and the RFP	Regularly

No.	Procurement Process Steps	Timeline
4.	<b>Deadline for submission of Proposals</b>	<b>18/02/21 14:00 hrs</b> (local Luxembourg time)
5.	<b>Target dates for Presentations of the eligible Candidates</b>	<b>22 to 26/2/21</b>
6.	<b>Target notification date of the ESM's decision to advance/not advance the Candidate's Proposal</b>	<b>01/03/21</b>
7.	<b>Agreement's target commencement date</b>	<b>01/04/21</b>

### 3.3. Eligibility, Exclusion, Selection and Award 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.

<b>ELIGIBILITY AND EXCLUSION CRITERIA – elements of the evaluation</b>	
Duly executed declarations as requested in Annex 2 Section 1	Pass / Fail

In the event that the Candidate submits an Application together with a third party/-ies and/or with sub-contractor(s), the declarations above indicated should be provided individually by all the involved entities participating in this procurement process.

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 2 Section 2).

In the event that the Candidate submits an Application 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.

<b>SELECTION CRITERIA – elements of the evaluation</b>	
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.

#### Quality:

The Proposals submitted by the Candidates will be evaluated, in accordance with the following award criteria.

AWARD CRITERIA			
QUALITY	80 %	PRICE	20 %
Methodology	40 points	Price*	20 points
Project management aspects	25 points		
IT security & data location	15 points		
<b>Score available</b>	<b>80 points</b>		<b>20 points</b>
<b>Total Score 100%</b>			

The Contract will be awarded to the Candidate whose Proposal best meets the award criteria on the basis of the best price-quality ratio. To determine the final score, the Candidates’ score for technical 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.

**Technical proposals of those Candidates who received less than 48 points of the maximum available score for the Quality 80 points will be deemed of insufficient quality and eliminated from further evaluation. Only the candidates that will obtain at least 48 points will be invited for the presentation.**

#### Price:

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

$$\text{Candidate's Commercial Score} = \frac{\text{Lowest offered TOTAL COST}}{\text{Candidate's Proposed TOTAL COST}} \quad * \text{Maximum Price score (i.e. 20)}$$

Fees must be expressed exclusive of taxes in Euros.

Fees must be provided for the entire four (4) year Contract term

### 3.4. The ESM “Sole Contact” Details

Commercial, Legal and Procurement  
European Stability Mechanism  
6a, Circuit de la Foire Internationale  
L-1347 Luxembourg  
Email: [procurement@esm.europa.eu](mailto:procurement@esm.europa.eu)  
Attention: Mr Ampeglio Amore

Unless notified otherwise, the person indicated above will be the Candidates’ single point of communication with the ESM for the duration of this procurement process (“**ESM Sole Contact**”).

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

During the procurement procedure, Candidates are entitled to submit in writing questions to the ESM within the deadline above indicated. ESM may provide additional information solely for the purpose of clarifying the procurement documents and taking into account the following aspects:

- a) Queries can be raised to the ESM Sole Contact as identified in this RFP.
- b) Queries can be raised on any matter in this RFP. 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 uploaded on the ESM website 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.

Please note that the assessment of the application will be done only during the evaluation phase and not during the clarification period.

### 3.6. Presentations

The ESM will invite the eligible Candidates for a presentation. The presentation may take place via telephone, Skype, or in person. Scope of the presentation is to give an opportunity to the candidate to explain their technical proposal. The presentation will be at the Candidates' expense and will be scored as part of the quality award criterion.

### 3.7. Notification of the ESM's decision

The ESM will notify in writing 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.

### 3.8. Contract Terms and Conditions

The ESM draft Framework Agreement enclosed to this RFP ("**ESM Draft Agreement**") will form the agreement between the ESM and the selected Candidate. The ESM views the ESM Draft Agreement to be fair and balanced and expects that Candidates will agree to it without reservation.

**If Candidates would like to propose any changes to the ESM Draft Agreement they must provide a counter-proposal and a clear explanation why they consider the proposed change necessary prior to the deadline for submission of clarifications/questions on the RFP as provided in Section 3.2 of this RFP. The ESM will not accept any changes to the ESM Draft Agreement received after the deadline for submission of clarifications/questions on the RFP as provided in Section 3.2 of this RFP. The ESM will also not accept any substantial revisions/redrafting of the ESM Draft Agreement.**

Regarding any changes to the ESM Draft Agreement received prior to the deadline for submission of clarifications/questions on the RFP as provided in Section 2.2 of this RFP, the ESM will consider such



changes and issue a revised ESM Draft Agreement, if the ESM, in its sole discretion, considers any changes appropriate and if such changes are permissible in light of the general principles of ESM procurement. For the avoidance of doubt, the ESM is not obliged to make any changes to the ESM Draft Agreement.

**By submitting a Proposal, Candidates accept the ESM Draft Agreement (revised by the ESM as may be the case) without reservation and acknowledge that their own framework agreements, contracts or terms and conditions will not apply. While there may be some room for further discussion with the preferred Candidates, there will be no negotiations of the terms of the ESM Draft Agreement after the deadline for submission of the Proposals. Any potential changes to the ESM Draft Agreement after the deadline for submission of the Proposals, if at all possible and agreeable to the ESM, will be minimal in order to ensure equal treatment of all Candidates during the procurement procedure.**

## **4 Terms and Conditions of the RFP**

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### **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.

## **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 180 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 involvement of a third party in the supply of the services offered the Candidate and 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 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. 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.

For the avoidance of doubt, no Employee will be transferred to the ESM.

## 4.10 Environmental Considerations

The ESM is committed to minimising the environmental impact of its everyday business activities, including, promoting an eco-friendly approach in its purchasing activity. Therefore, suppliers should also follow / adopt such environmental considerations and strive to be eco-friendly (i.e. reduce water, energy and waste consumption, actively recycle, using reusable / recyclable materials etc.) in their related business operations.

In addition, the supplier shall ensure compliance with any European and national rules on environmental protection, safety and health.

## 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	Candidates are requested to provide completed, dated and signed by a duly authorised representative <b>Annex 2 Section 3 – “Cover Certification Form”</b>	Fully scanned copy with signature in PDF
2.	Declaration on the Candidate’s Exclusion Criteria, Economic, Financial and Operating	Candidates are requested to submit completed, dated and signed declaration, signed by a duly authorised representative <b>Annex 2 Section 1 – “Declaration on the Candidate’s Exclusion Criteria, Economic and</b>	Fully scanned copy with signature in PDF

	Capacity and Absence of Conflict of Interest	Financial Capacity and Absence of Conflict of Interest")	
3.	Non-Collusion Declaration	Candidates are requested to submit completed, dated and signed by a duly authorised representative <b>Annex 2 Section 2</b> – “Non-Collusion Declaration”	Fully scanned copy with signature in PDF
4.	Selection Criteria	Candidates are requested to address the requirements under the selection criteria listed in <b>Annex 3</b>	Fully scanned copy with signature in PDF
5.	Technical Proposal	Candidates are requested to address the requirements under the quality award criteria listed in <b>Annex 3</b> in compliance with the Terms of Reference provided in Annex 1. Candidates are requested to submit their technical proposal <b>as a separate attachment within the Proposal submission email.</b>	Fully scanned copy with signature in PDF
6.	Commercial Proposal	Candidates are requested to address the requirements under the price award criteria listed in Annex 3 in compliance with the Terms of Reference provided in Annex 1. Candidates are requested to provide commercial proposal <b>as a separate attachment within the Proposal submission email.</b>	Fully scanned copy with signature in PDF and an writable Excel version

## 6 Submission of the Proposal

Proposals must be submitted 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 and must be submitted via email to:

Email: [procurement@esm.europa.eu](mailto:procurement@esm.europa.eu)

Ref. No.: HR/16/LT/AA/20

Attention: Mr Ampeglio Amore

Only Proposals received through these means will be accepted.



## **Annex 1**

### **Terms of Reference**

#### **1. Background and Overview of Requirements**

The European Stability Mechanism (the “**ESM**”) is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law, with its seat and principal office at 6a, Circuit de la Foire Internationale, L-1347 Luxembourg (the “**ESM Building**”). 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.

The ESM wishes to offer the members of staff of the ESM, and other eligible people (as defined and approved by the ESM) the possibility to attend language courses to enhance their professional development and / or promote and foster integration.

English is the working language of the institution and staff are required to have a working knowledge of the language already before recruitment. However, reinforcement and extension of English language skills (or specific areas) are strongly encouraged throughout the employment period.

In addition to individual English language training for business needs, the ESM intends to offer to all staff the possibility to follow language training in French, German and Luxembourgish in order to support integration in Luxembourg. The objective of this training is to ensure that participants achieve sufficient command of the language chosen to allow them to use it in the context of their private life in Luxembourg, but also more broadly to improve linguistic and cultural understanding within the institution’s multicultural and multilingual staff.

The ESM engages the Service Provider to provide such language courses on the conditions described below.

#### **2. Description of the Services**

##### **General Objective**

The objective of this procurement procedure is to select a provider able to provide English language training courses and also language training in French, German and Luxembourgish in order to support integration in Luxembourg. Scope of the training is to ensure that participants achieve both professional and general linguistic competence covering the following four skills: written comprehension, oral comprehension, written expression and oral expression.

##### **Target audience**

The target audience is mainly the population working on the ESM that has different profiles: nature of the tasks (financial, administrative, IT, etc.), level of responsibilities, cultural and educational backgrounds, as well as different levels of language proficiency. In addition, language training courses can be offered to spouses/partners of ESM staff.

All language training follows the Common European Framework of Reference for Languages (CEFR), with the following thresholds supported by the ESM for staff members:

- English language up to level C2
- French and/or German language up to level B2



- Luxembourgish language up to A2 level in speaking and B1 in listening

Language training beyond the B2 level for French or German may exceptionally be organised by ESM only for staff members who are expected to use them in their daily business communication. Following the same principle, language training for other EU official languages (e.g., Italian, Spanish, Dutch, Greek) and non-EU languages may be offered up to the level B1.

Exceptionally, temporary agency workers at the ESM may also be offered the opportunity to take language courses if necessary to ensure good performance in their role.

For practical reasons, one staff member cannot take training for several languages at the same time. Before the COVID-19 pandemic outbreak most of the language courses were organised in dedicated training rooms at the ESM premises in Luxembourg, however online courses (instructor-led and/or self-paced e-learning) became the main possible deliverable during this period and are expected to remain also going forward.

The objective of this procurement procedure is to identify a Service Provider(s) able to provide at least the following services:

#### a) Type of the language courses

The Service Provider will be required to submit the following deliverables in accordance with the below requirements:

Description of the service	Service type	Target-audience	Place of delivery	Deadlines for delivery
Self-paced e-learning in English, French, German	Mandatory	ESM Staff, Partners of staff members	User-adaptive online learning platform	Within 14 calendar days from the ESM request.
Live online classes with the teacher in English, French, German and Luxembourgish (individual and/or groups)	Mandatory	ESM Staff	Virtual classroom delivery platform	Within 14 calendar days from the ESM request.
Face-to-face classes with the teacher in English, French, German and Luxembourgish (individual and/or groups)	Mandatory	ESM Staff	ESM office in Luxembourg	Within 14 calendar days from the ESM request.
Self-paced e-learning in Luxembourgish	Optional	ESM Staff, Partners of staff members	User-adaptive online learning platform	Within 14 calendar days from the ESM request.

#### b) Language teachers

The Service Provider will propose to the ESM only native speaker teachers with the following minimum requirements:

- At least two teachers for each language should be available
- A qualification to train adults (with professional training certification or equivalent)
- At least 2 years of experience in teaching their mother tongue as a foreign language to adults
- Preferably experience in teaching an international English speaking audience both face-to-face and in an virtual classroom environment
- Language teachers must be available to work in Luxembourg and /or border regions during the time of the contract
- Language teachers must speak at least an intermediate level of English (B2)

The ESM reserves the right to interview any teacher proposed by the Service Provider at any time either before or after such teacher starts teaching language courses at the ESM in order to assess the suitability for the ESM students. The ESM reserves the right to accept, refuse or ask for replacement of such teacher. Should one of the selected teachers become unavailable, a back-up teacher has to be provided within two weeks.

### **c) Course duration**

#### **1. Individual language courses for staff or for temporary agency workers at the ESM**

All individual language courses (face-to-face or virtual classes) will be organized in modules of 1,000 minutes (normally 20 classes of 50 minutes each, unless otherwise agreed between the students and their teachers).

Sessions for temporary agency workers will be scheduled only outside of their working hours for ESM.

The teachers should show flexibility in adapting their availability to the business requirements of the students.

#### **2. Group language courses for the ESM members of staff**

Group language courses (face-to-face or virtual classes) shall normally consist of 10 classes of 90 minutes each or 20 classes of 60 minutes each. However the ESM may request also other formats, depending on the learning needs of the participants.

#### **3. Self-paced e-Learning language courses**

The courses should include enrolment and continued access to the on-line language learning platform in one target language for a minimum of 6 consecutive months. The integration with ESM Learning Management System (Oracle Fusion Learn) is an advantage.

### **Rescheduling/cancellation of individual classes**

Each class can be rescheduled/cancelled by a student via email at the latest by 2:00 pm on the day before the scheduled class. The students will need to notify directly the Service Provider's office managers via e.mail.

For classes taking place on Monday, a rescheduling/cancellation email must be sent on the Friday directly preceding the scheduled class at the latest by 2:00 pm.

The rescheduling/cancellation of classes done in the way described above will not count towards the available minutes included in an individual language course.

If the rescheduling/cancellation email is sent by a student later than indicated above, the class will be cancelled but such class will be deducted from the available minutes included in an individual language course.

The Service Provider will always try to reschedule classes in order to accommodate the student's requirements in the shortest timeline.

### **Rescheduling/cancellation of group classes**

Each class can be cancelled via email at the latest by 2:00 pm on the day before the scheduled class. The ESM HR representative will need to notify the Service Provider's office managers via e.mail.

For classes taking place on Monday, a rescheduling/cancellation email must be sent on the Friday directly preceding the scheduled class at the latest by 2:00 pm.

The rescheduling/cancellation of classes done in the way described above will not count towards the available minutes included in a group language course.

If the rescheduling/cancellation email is sent by the ESM' HR representative later than indicated above, the class will be cancelled but such class will be deducted from the available minutes included in a group language course.

The Service Provider will always try to reschedule classes in order to accommodate the student's requirements in the shortest timeline.

### **d) Teaching method**

In order to meet the training objectives, the Service Provider will use a range of diversified learning methods and teaching aids tailored to learners' profiles, including, but not limited to, content customisation, different multimedia aids and e-learning.

The Service Provider will ensure that all courses include written and oral comprehension and expression i.e. listening, reading, writing and speaking in line with the *Common European Framework of Reference for Language* (the "CEFR").

Taking into account the 'Common European Framework of Reference for languages', the minimum services required to each teacher are to (but not limited to):

- explain the training objectives clearly and accurately to the participants at the beginning of the course and before each class;
- assess the participants (ensure that participants proceed on their right level throughout the course and preparation and correction of the final exams);
- help the participants achieve their learning objectives;
- answer clearly and appropriately any teaching-related question from participants about the running of the course;
- coordinate with any other teachers running the same course and preparing any joint activities;
- provide to participants information identified with the courses' coordinator;
- offer strategies to enable participants who have been unable to attend the course to stay informed and to catch up with the syllabus;
- identify the additional digital resources relating to the level being taught so as to prepare the additional activities to be offered to the participants;
- identify and select IT resources on the web, describe and organise them by language, level and skills, taking into account the Common European Framework

of Reference for languages, for example: linguistic tools (grammar, dictionaries, verb tables, etc.);

#### **e) Training materials**

The Service Provider is aware that all language training is provided for adults. The teaching material, aids and methods used must be suitable for an audience of skilled, professional adults. The training must include both theory and practical exercises most closely reflecting the actual working situations of the ESM's staff.

#### **f) Language levels and testing**

The CEFR provides the standardised descriptors of what a student should achieve going through six specific language skills levels (A1 to C2):

- Basic User (A1 and A2)
- Independent User (B1 and B2)
- Proficient User (C1 and C2)

For the members of staff of the ESM or the temporary agency workers at the ESM who have already acquired some skills in a certain language, the Service Provider will organise an initial placement test to clearly indicate the level at which such persons shall start the language course. Language skills assessment for listening, reading, writing and speaking is mandatory at the end of each module. The purpose of these tests is to measure progress and to validate that the students are ready to move up to the next level. These tests will not require a standardized examination environment, but rather can be done in class time, and it will be up to the allocated language teacher to validate whether each student is prepared to move up a level at the end of the module. A certificate of completion of the module will be required for each student, clearly indicating the number of hours, the period and the level attained for each competency.

Testing language skills is part of the training service provided and does not come with an additional charge.

#### **g) Administration**

The Service Provider will nominate one administrative coordinator to serve as point of contact for all administrative and organisational matters (daily administration of the timetable, teacher availability, timeliness, attendance, certificates, invoicing, etc) and one teaching coordinator to be the point of contact for all matters related to teaching content (course quality, teaching complaints, etc).

The Service Provider must submit to the HR Department at ESM an up to date student attendance report on a monthly basis, no later than the 5th working day of the following month. This is to enable the ESM to closely monitor the attendance. The format of the report will be mutually agreed and reviewed from time to time by the ESM and the provider, but must include as a minimum a percentage of the monthly and overall attendance per student. The attendance sheet is also an important supporting document for monthly invoicing.

After each module, the Service Provider will be expected to organise and carry out an online evaluation of the course (e.g. surveys on satisfaction). The format is to be agreed in advance with the ESM. The ESM will expect to receive the satisfaction evaluation results (per individual or per group) on a quarterly basis within the monthly attendance report, unless agreed otherwise. Once a year, the Service Provider will be expected to submit to the HR Department of the ESM an annual activity report, including the summary student satisfaction evaluation and proposed improvement action points where necessary and appropriate.

## h) Indicative Volume

The ESM's volume of students (group and individual classes) over the last four years has been as follows:

Year	2017	2018	2019	2020 (6 months)
No of students	96	85	66	32

The ESM's volume of modules (group and individual classes) over the last four years has been as follows:

Year	2017	2018	2019	2020 (6 months)
No of individual modules	129	113	97	61

The historic consumption figures above are indicative only and are not committing the ESM to any volume of work.

## 3. Meetings

The Service Provider will be required to organise and attend the following meetings:

<i>Meeting type</i>	<i>Meeting content and format ( online, physical)</i>	<i>Frequency</i>
Kick-off meeting	On-line meeting max 1,5 hours. Scope of the meeting is to ensure that all the practical key aspects of the services are clear for both parties. The appointed administrative coordinator should attend the meeting.	Within 2 week after the entry into force of the contract.
Ad hoc meetings	On-line meeting max 1,5 hours. ESM reserves the right to request ad hoc meeting during the whole implementation of the contract in to discuss operational and or administrative aspects.	Upon ESM request

The Service Provider will take minutes of all such meetings and will provide a copy to the ESM within one (1) week of the date of the meeting.

## 4. Key Performance Indicators (KPIs)

The Service Provider's performance will be assessed based on the following key performance indicators (the "KPIs"):

- Results of the satisfaction surveys following completion of a course – 95% "pass", per category, based on all satisfaction surveys completed by students in a quarter.**

There are three categories of satisfaction surveys:

- 1) Individual language courses
- 2) Group language courses
- 3) E-learning self-paced courses

- **Individual and group language courses:**

For these two categories of satisfaction surveys: a “pass” will be achieved if the answer to a final question regarding the “overall satisfaction” of the student is either “excellent”, “very good” or “satisfactory”. If the answer to this question is “poor” the satisfaction survey will obtain a “fail” score.

The KPI score for the individual and group language courses will be obtained by calculating the percentage of “pass” over “fail” satisfaction surveys. The target KPI for each category is 95%.

- **E-learning self-paced courses:**

For e-learning satisfaction surveys: the calculation is not based on “pass” or “fail” but calculated based on an average of all questions in the survey as follows:

Global Satisfaction Rate = (Sum of average percentage rate for answers “excellent”, “very good” and “satisfactory”) / (Sum of average percentage rate for answers “excellent”, “very good”, “satisfactory” and “poor”). The target KPI is 95%.

Every calendar month, provided that satisfaction surveys are completed, the Service Provider will communicate to the ESM the KPI scores for all three above-mentioned categories.

## **2. Accuracy of the Service Provider’s invoices – 98% accuracy.**

Should the Service Provider not meet one or more of the KPIs during the period specified above, the Service Provider will identify in writing and present to the ESM actions to improve the KPIs to the agreed levels. If the KPIs are not met in the next period(s), the Service Provider will identify in writing and present to the ESM better or new actions to improve the KPIs to the agreed levels.

**DECLARATION ON THE EXCLUSION CRITERIA, ECONOMIC, FINANCIAL AND OPERATIONAL  
CAPACITY AND THE ABSENCE OF CONFLICT OF INTEREST**

The undersigned, acting in his/her own name/acting as [a] duly appointed representative(s)<sup>1</sup> on behalf of [ ], certify (certifies) the following and will provide the evidence to that effect as specified in the procurement documents (if applicable):

1. The Candidate is not bankrupt or being wound up, subject to administration or in any similar situation provided for in national legislation or regulations.
2. The Candidate is not guilty of grave professional misconduct, which renders its integrity questionable.
3. The Candidate is not in breach of obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which the Candidate resides or is established or where the contract awarded as a result of this procurement process is to be performed.
4. The Candidate has not shown significant or persistent deficiencies in the performance of another contract, or with its obligations under the law.
5. The Candidate or its management, staff or agents are not subject to a conflict of interest.
6. The Candidate has not seriously misrepresented information required by the ESM.
7. The Candidate did not and will not contact other Candidates with the purpose of distorting competition, or try to unduly influence the ESM's decision-making process.

If any circumstances arise during the course of the procurement process which may affect the above, the Candidate must inform the ESM thereof without undue delay.

The Candidate may submit evidence to demonstrate its eligibility despite the existence of grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

By: **Signature (Signed)** \_\_\_\_\_

**Name and Title (Typed)** \_\_\_\_\_

**Place and Date** \_\_\_\_\_

<sup>1</sup> Delete as appropriate.

**NON-COLLUSION DECLARATION**

The undersigned, acting in his/her own name/as [a] duly appointed representative(s)<sup>1</sup> of  
(**NAME OF THE CANDIDATE**) [.....] declare(s) the following:

I refer to the RFP Ref. No.: HR/16/LT/AA/20, launched by the ESM in relation to which the Candidate has submitted a Proposal.

In relation to the RFP Ref. No.: HR/16/LT/AA/20, the Candidate has not breached any applicable provisions of competition law or other applicable laws. In particular, the Candidate has prepared the Proposal completely independently and certifies that it has not and will not divulge, discuss or compare its Proposal with other Candidates participating in this procurement process and has not and will not contact or collude with such other Candidates with the purpose of distorting competition. The Candidate will take all appropriate and necessary measures to ensure that its subcontractors or other third parties involved respect the same rules and principles.

The Candidate is not aware of any elements that could influence competition between the different Candidates participating in this procurement process. If the Candidate becomes aware of any such elements it will immediately and in writing disclose such elements to the ESM.

By:      **Signature (Signed)** \_\_\_\_\_

**Name and Title (Typed)** \_\_\_\_\_

**Place and Date** \_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup> Delete as appropriate.



**COVER CERTIFICATION FORM****Submitted in Response to RFP Ref. No.: HR/16/LT/AA/20**

The undersigned, acting in his/her own name/acting as [a] duly appointed representative(s)<sup>1</sup> on behalf of [.....], certify that this Proposal is made without prior understanding, agreement, or connection with any other person(s) or company(ies) submitting an Proposal in this procurement process and is in all aspects fair and without collusion or fraud. I certify that I am authorised to sign this Proposal on behalf of the Candidate.

I further certify that:

- The submission of this Proposal is deemed as acceptance of all the terms and conditions of this RFP.
- The content of this Cover Certification Form, the Declaration on Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest, the Non-Collusion Declaration and the Application are true, accurate and complete.
- When providing an attestation/confirmation in my responses and justifications to the Selection criteria such responses and justifications are true, accurate and complete.

Required Information	Response of Candidate
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**Exact legal name:**

**Legal type (e.g. private limited liability company):**

**City, Country:**

**Nationality or Head Office Location:**

**Registered office address:**

Name of the authorised contact person for matters pertaining to this RFP	
E-mail:	

**Name and title of representative(s) signing the Application on behalf of the Candidate:**

By:    **Signature (Signed)** \_\_\_\_\_

**Name and Title (Typed)** \_\_\_\_\_

**Place and Date** \_\_\_\_\_

<sup>1</sup> Delete as appropriate.

## Annex 3

### Selection and Award Criteria and Response Elements

#### 1. Selection Criteria

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

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

##### 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.

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.

Item Number	Selection Criteria	Minimum level of capacity	Evidence
1)	The candidate must prove Economic and Financial stability necessary for the performance of the contract.	Annual turnover, global revenue of at least 200,000 euros in each of the last two financial years as a result of the provision of similar services as set out in Annex 1 of this RfP.	A signed declaration from the candidate confirming the ability to fulfil the minimum level of capacity required. No specific template is requested by ESM.

##### 2.2. Technical or professional ability

Candidates must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Item Number	Selection Criteria	Minimum level of capacity	Evidence
1)	The candidate must prove experience in provision of language trainings.	At least 5 years of relevant experience in the provision of the Services as set out in Annex 1 to this RfP.	A signed declaration from the candidate confirming the ability to fulfil the minimum level of capacity required. No specific template is requested by ESM.
2)	The candidate must prove experience in provision of language trainings.	At least 5 years of relevant experience in the provision of the Services as set out in Annex 1 to this RfP.	A list including at least 5 contracts/projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced.
3)	The candidate must be able to provide a team of teachers complying with the minimum level of capacity.	As indicated in the terms of reference (Annex 1 to this RfP).	<ol style="list-style-type: none"> <li>1) A signed declaration from the candidate confirming the ability to fulfil the minimum level of capacity required. No specific template is requested by ESM.</li> <li>2) Detailed CVs for the team members proposed for the assignment including at least teachers, administrative and teaching coordinator. ESM strongly recommends submitting the CVs in the EU CV format.</li> </ol>

### 2.3. 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 legal and regulatory capacity to perform the contract.

Item Number	Selection Criteria	Evidence
1)	Candidates must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the work subject to this procurement procedure.	Proof of enrolment in a relevant trade or professional register.
2)	The Candidate must provide the quality assurance certificate, e.g. ISO 9000 or equivalent.	Copy of the quality assurance certificate, e.g. ISO 9000 or equivalent certificate or equivalent evidence proving that the Candidate meets the quality standards required under ISO 9000

Item Number	Information Only Questions	Response
1)	Is the entity contracting with the ESM (“Contracting Entity”) registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
2)	Is any entity directly or indirectly controlling the Contracting Entity (e.g. a parent company) registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
3)	Is any other entity with access to ESM data (e.g. a subcontractor providing the IT infrastructure/servers) registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)? Please provide the location of any entities that may have access to ESM data.	
4)	Will data received from the ESM be stored on servers located outside the 19 countries belonging to the euro area? If yes, in which country(ies)? Please describe where the server(s) containing ESM data will be located.	
5)	<p>Is the ESM data going to be encrypted and who will have access to the encryption key?</p> <p>a) No encryption</p> <p>b) Encryption yes; the Candidate will have access to the encryption key</p> <p>c) Encryption yes; the Candidate will not have access to the encryption key, but only the ESM and/or a third party</p>	

## 2. Award Criteria

### 2.1 Quality – Technical Proposal Elements

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 sent to the ESM as a separate PDF attachment along with the other documents requested.

Technical proposals of those Candidates who received less than 48 points of the maximum available score for the Quality 80 points will be deemed of insufficient quality and eliminated from further evaluation.

Quality	80%
<b>1. Criteria 1: Methodology</b>	<b>40 points</b>
<ul style="list-style-type: none"> <li>Provide a detail description about the methodology proposed (for example the preparation, execution and assessment) for each type of trainings taking into account the terms of reference requirements. Explain in detail measures in taken in place to guarantee high-level quality of the training courses.</li> <li>Provide one sample course outline (syllabus) for a 1:1 French training at CEFR level B1.</li> <li>Provide at least one test user to the online training platform (Demo) for the self-paced eLearning courses.</li> </ul>	
<b>2. Project management and communication aspects</b>	<b>25 points</b>
Describe the composition of the team (who does what, management in case of absences, etc.), describe the involvement of subcontractor(s) in case of need. Explain how you guarantee effective communication with ESM and the staff member who participates in language courses.	
<b>3. Governmental Access Risk, Data Protection &amp; IT security</b>	<b>15 points</b>
<p>Describe your company's (including that of your subcontractor(s), if any) approach (by providing examples of operational processes, audit reviews, legal &amp; regulatory compliance and certifications as appropriate) to securing ESM data, including personal data, and ensuring it remains confidential, its integrity is maintained, is available as required, and is destroyed if no longer required. Your response should describe the following:</p> <ul style="list-style-type: none"> <li>ITSM - describe the IT Service Management processes employed.</li> <li>Encryption - in transit? At rest? Who has the key?</li> <li>Audit - describe your audit schedule and provide audit reports - SOC1, SOC2 etc.</li> <li>Compliance - provide evidence of ISO 27002 best practice, ISO 27001 Certification or other evidence of equivalent appropriate controls.</li> <li>Data Protection - describe how you will protect our personally identifiable information and what technical and organisational measures would you implement to meet the requirements of GDPR and protect the rights of data subject (GDPR compliance, description of segregation etc.).</li> <li>Where the server(s) containing ESM data will be located.</li> <li>The location of any entities that may have access to ESM data.</li> </ul>	

<p>Describe your company's (including that of your subcontractor(s), if any) approach to maintain service continuity including all aspects of IT and information security (as per your response to the previous criterion) during an adverse condition.</p> <p>Your response should describe the following:</p> <ul style="list-style-type: none"> <li>• Disaster Recovery Plan</li> <li>• Business Continuity Plan</li> <li>• Testing Regime (and post-exercise reports if not covered by audit reports)</li> <li>• Supporting Facilities</li> <li>• Information Security</li> </ul>	
<p>Describe your company's (including that of your subcontractor(s), if any) approach to protecting services and systems against malware and your procedure for identifying and responding to technical vulnerabilities of IT systems hosting ESM information and data.</p> <p>Your response should describe the following:</p> <ul style="list-style-type: none"> <li>• Tools - detection, prevention &amp; recovery controls to protect against malware implemented</li> <li>• Processes - Security Incident Management policies and processes</li> <li>Anticipation - Threat horizon reviews etc.</li> </ul>	