



Barcelona, 30 September 2022

ANSWERS TO QUESTIONS

Procedure: Communication services - 01 - PRO377CPA-2022

With reference to the above-mentioned procedure, please find below the answers to the questions posed by the interested companies:

REQUEST FOR CLARIFICATIONS Nr. 1 (dated Thursday 22/09/2022 18:22)

Question 1: Case study 1- Communication campaign Day of the Mediterranean 2023. Could you please clarify what you mean by 'street stunts'?

Answer: By "street stunts" we mean PR actions implemented in central public streets or squares, where the objective is to raise awareness on the Day of the Mediterranean by attracting the attention of the citizens passing by and interacting with them.

Question 2: Case study 1- Communication campaign Day of the Mediterranean 2023. Among the requested services, we should create a media plan, with content for stories and interviewees provided by the UfM. Can you please clarify whether said outputs will be produced by the contractor, or if the contractor is only responsible for their dissemination?

Answer: The contractor will be responsible for the dissemination strategy and its implementation. The contractor should deliver: (1) a selection of key media outlets from the main Mediterranean countries to target and (2) the media plan to disseminate the stories provided by the UfM Secretariat. The proposal should include how to reach out to youth/wider public through new/digital media outlets. The UfM Secretariat will provide the content: the stories and the interviewees.

Question 3: Case study 2- Communication campaign Mediterranean Pavilion. In order to draft a realistic creative proposal, can you please tell us the expected size of the Pavillon? Alternatively, could you kindly tell us the size of the Pavilion in the last edition?

Answer: The size of the Pavilion would be: 125 m2

Question 4: Case study 2- Communication campaign Mediterranean Pavilion. Can you please clarify whether the inauguration event should take place in the Pavillon on the 6th of November? Or should we assume that the event will take place on another day and on another site?

Answer: The inaugural event should take place in the Mediterranean Pavilion in one of the first days of the COP (you can take 6th of November for this case study).



Question 5: B Annex III Organisation and Methodology - iRP-GP-FB v2022.0. Can you please clarify the following: “Tenderers should also outline the involvement of the top management in the implementation of this contract”. Are you referring to the Lead Project manager? Or are you referring to the contractor’s top management?

Answer: We are referring to the contractor’s top management

Question 6: B Annex III Organisation and Methodology - iRP-GP-FB v2022.0. Excluding the CVs and the case studies, can we add annexes to the Organisation and Methodology?

Answer: Yes

Question 7: Case studies 1 and 2. Can you please specify whether we should present the CVs of non-key experts and/or the backstopping, even if the Tendering Specification states that “submitting CVs for non-key experts is not compulsory”?

Answer: Yes, you can present them

REQUEST FOR CLARIFICATIONS Nr. 2 (dated Monday 26/09/2022 17:32)

Question 8: B Annex V Price schedule| A3- Sector 3. Can you please confirm that for item 28 (Media relations Senior Mashreq), you foresee the same weighting (10) as the cell above?

Answer: The weighting of item 28 should be 10.

Question 9: B Annex V Price schedule| B3 - Sector 3 - ARRANGE PUBLICATIONS AND MEETINGS WITH KEY JOURNALISTS. Depending on the nature of the product (op-ed, interviews), the media, and the fame of the journalist, prices may vary a lot. Considering this, can you please clarify whether, for items 97 and 98, our prices should include only the management fee or if the price should be composed of both the management fee and the cost of placement?

Answer: These items do not contemplate that media outlets charge economic fees to publish an interview/article or to arrange a meeting. Therefore, the price should only reflect the work of the media expert to provide the deliverables specified.

Question 10: Case studies 1 and 2. In both case studies, you specified a maximum budget. In light of this, are you expecting a budget allocation? If yes, should we put said budget allocation in the case studies, or should we use a specific template you will be providing?

Answer: The budget allocation is not expected for evaluation purposes of the technical offer. It can be presented in email B - Financial Offer - to provide further information on the work methodology and allocation of resources. There is not a specific template. Please note that any financial detail in email A - Technical offer - might lead to exclusion of the concerned tenderer.



Question 11: Case study 2- Communication campaign Mediterranean Pavilion. To our understanding, the cost for the stand production (including the design elements we will propose) of the Pavillon will be borne by another Contractor. But depending on our creative proposal, the price may vary. To draw up a realistic budget allocation, should we include the cost of the Pavillon in our budget allocation?

Answer: The cost of the Pavilion should not be taken into consideration in this case study. We will only evaluate the potential for creative ideas.

REQUEST FOR CLARIFICATIONS Nr. 3 (dated Monday 26/09/2022 19:57)

Question 12: Can UfM provide more detail about the rationale behind and the function of the weighting system of the price schedule? More specifically: a. Does the weighting coefficient (Column E) to indicate level of effort (e.g. working days for service type A), given that the notes in the pricing schedule describe: "those estimated quantities per item"? i. For example, if UfM assigned weighting 7 to the Senior Communication Expert, and the Contractor allocates a daily fee for the Senior Communication Expert (1 USD for the sake of an example), the total budget allocated to this budget line is daily rate*weighting, $1*7=7$. Effectively, does that mean a budget is allocated for a Senior Communication Expert for seven days for the entirety of the contract? ii. If the weighting coefficient does not represent level of effort, or estimated quantities, then how should bidders consider the weighting coefficient in relation to 'Total in €' (Column D), as well as the subtotals and totals to calculate the bidder's final price offer? iii. If the weighting coefficient does represent level of effort, or estimated quantities, what is the procedure to reflect cases where more quantities are required?

Answer: The evaluation of the price schedule components is subject to weightings. These weightings are based on an estimate of the services that it could be possible to perform over a certain period of time, on the basis of the Framework Contract to be concluded. However, they have no influence whatsoever on the actual use to which this Framework Contract is put. In order to obtain the "price component" of the tender, each price will be multiplied by the relevant weighting coefficient. The total price to be taken into account for evaluation purposes will be determined by the Sum of weighted prices.

The weighting shows the importance of the service/item in terms of probability of being used. The services estimated and specified in Annex V are only indicative quantities and do not compel the UfM to contract any of them. The UfM may at its own discretion contract fewer or more services than those estimated quantities per item.



Question 13: Under service type C, can we please confirm which of the following cost components mentioned in the TOR at different stages are considered as part of the bidder's price offer and maximum contract value? Please also indicate which of these cost categories are one and the same. i. Market prospection? ii. Management of subcontractors? iii. Reimbursable Direct Costs? iv. Reimbursement? v. Expenditure verification? vi. Cost of third-party suppliers? vii. Cost of subcontractors? viii. Incidental expenditure? ix. Outsourced items? x. Travel Costs?

Answer: Under service type C, the reimbursement (" Payment to third-party suppliers"/"Incidental expenditure per production services") is permitted up to a maximum of 299,000.00 Eur.

The category "Management Fees" shall include "i. Market prospection" and "ii. Management of subcontractors". Management fees shall include all of the Contractor's honoraria including its staff in order to manage the related services under section type of service C as well as the Contractor's commercial margin. These Management Fees shall be all inclusive and no other administrative/travel/subsistence costs shall be charged by the Contractor in connection with staff and administrative costs incurred while providing the requested services under this Contract.

The following categories "iii. Reimbursable Direct Costs", "iv. Reimbursement", "vi. Cost of third-party suppliers", "vii. Cost of subcontractors", "viii. Incidental expenditure", "ix. Outsourced items" and "x. Travel Costs" are linked to "Payment to third-party suppliers"/ "Incidental expenditure per production services"

The provision for expenditure verification covers the fees of the auditor charged with verifying the expenditure of this contract in order to proceed with the payment of any pre-financing instalments and/or interim payments.

Question 14: What is the maximum percentage that can be dedicated to subcontracting? One of the documents indicates 40% while another one states 50%.

Answer: Subcontracting is permitted up to a maximum of 50% of the contract in accordance with section 3 of the Terms of Reference.

Question 15: The TOR mentions that subcontracting constitutes 40-50% of the total value of the contract i.e. up to €825,000. At the same time, a maximum of €299,000 is allocated to reimbursable costs. In order to understand these limits, can UfM please clarify the conceptual differences, similarities and subsets of the costs that are subject to clauses which describe: i. Subcontracting. ii. Reimbursable costs. iii. Incidental expenditure. iv. Third-party suppliers.

Subcontracting is a situation where an economic operator is proposed by a candidate or tenderer or contractor to perform part of a contract or by a beneficiary to perform part of the tasks. The total value of the sub-contracted part of the services must not exceed 50% of the contract value.

Reimbursable correspond to services or goods that are provided by third party providers identified by and under the responsibility of the Framework Contractor. Reimbursable costs cannot be claimed



for any goods or services provided by the contractor itself (either the leader or any member of the consortium) for the purposes of implementation of a specific contract. Reimbursement is permitted up to a maximum of 299,000.00 Eur.

The provision for incidental expenditure covers ancillary and exceptional eligible expenditure incurred by Staff under this contract. It cannot be used for costs that should be covered by the Contractor as part of its fee rates. The provision for incidental expenditure for this contract is EUR 100,000.00.

The Third-party suppliers are the partners of the contractor which have no legal link with the contracting authority. The natural or legal persons who have a contract with the contractor and who offer their products, goods or services through type C services or through Subcontracting.

Question 16: Can UfM please clarify what specifically constitutes a subcontract under this FWC? For instance, does any work which is conducted by legal persons and corporate entities considered subcontracting, or just the former/latter? a. Relatedly, does the concept of subcontracting also apply to non-key experts? b. How does this contract qualify staff/key experts/non-key experts vs subcontractors at any of the bidding organisations?

Answer: Please see answer to question 15. The way you include such non-key experts into the composition of your tender depends on the legal link between these experts and the tenderer/group of tenderers. Please note that free-lance/external experts are considered subcontractors, in case the self-employed persons are performing tasks being particularly well-defined parts of the contract or in the request for quotation, they fall under the definition of subcontractors. Please note that the individual experts recruited for the project as key or non-key experts are not regarded as subcontractors.

Question 17: According to the TOR, some of the services “will give rise to reimbursement of cost from third parties, which will be reimbursed on the basis of the presentation of the original supporting document” Does that indicate that these specific cases mentioned in the TOR (e.g., media partnerships, the use of professional media monitoring software, paid campaigns on Google, Facebook, Twitter, LinkedIn...) will not be included in the 299 000 EUR limit of reimbursement? Are these costs not included in the maximum contract value (1 605 000 EUR)?

Answer: As stated in terms of reference, in section 3.1. the Contractor shall be reimbursed costs related to services delivered by third parties with a limit of 299,000.00 Eur.

Question 18: For outsourced items (service type C), the procurement rules state that to select a third-party of supply value between 15 000 EUR-20 000 EUR, the Contractor needs to receive three estimates. Does that mean 20 000 EUR is the maximum supply value for outsourced items?

Answer: Your understanding is correct, in case it is needed to involve the services of third parties, the contractor shall search 3 estimated for each request when the value is between 15 000 EUR-20 000 EUR. The maximum amount foreseen for outsourced items (service type C) is limited to a



maximum amount of €20,000.00 per request. The amount of 299,000.00 EUR represents the maximum cumulative value of all the requests for services to be concluded under this framework contract during the total maximum period.

Question 19: What budget line in the price schedule should include costs for Monitoring and Evaluation (as described in section 8 of the TOR)?

Answer: The Monitoring and Evaluation services will be a partial subject of the written Request for Services, sent by the UfM to the Contractor. The Contractor will be asked to provide a detailed technical proposal and a financial offer on the basis of the technical/financial tender of the concerned framework contract.

Question 20: Can UfM confirm that each issued Order Form will be accompanied by Requests for Services (i.e., that these are one and the same)?

Answer: We confirm your understanding. This framework contract may be implemented through order forms/ requests for services, 'Order form' is a simplified form of specific contract by which the contracting authority orders services under the FWC. 'Request for services': a document from the contracting authority requesting that the contractors in a multiple FWC provide a specific tender for services whose terms are not entirely defined under the FWC.

Question 21: When the FWC holder responds to an order form, is the FWC holder free to price the technical and financial forms as they see fit, or will UfM specify the number of cost category (service days, unit prices, management fees, reimbursable, third-party, etc.) it deems appropriate in each request for services? a. In case UfM or the FWC believe that different configurations or technical expertise, unit prices and management fees are applicable, what process ensues? Are contract negotiations entered into? b. Is there any engagement process pre-issuance of Order forms to ensure technical specifications and costs are aligned with expectations?

Answer: The financial offer shall be drawn up in conformity with the unit prices quoted in the contractual price list (unit prices quoted in the price list are a maximum). The contracting authority can require clarifications or modifications of the details of the contractor's offer, in order to better correspond with its needs. A kick off meeting may be organised upon contract signature to discuss any practicalities regarding the contract implementation. and this will be the occasion for the contractor to receive this detailed information to ensure technical specifications and costs are aligned with expectations. In addition, one or two coordination meetings per year might also be requested. Any issues related to the contract implementation can be facilitated by meetings upon request of either party.



Question 22: The Annex V Price schedule includes an extensive list of branding materials and printing. The prices may vary considerably from one country to another. Could UfM please clarify whether most of them will be used in Spain?

Answer: For the preparation of the financial proposal, prices shall not be quoted by single country. Normally, branding materials and printing services will be delivered in Spain.

Question 23: The TOR states that “Travel costs will be broken down and included separately as part of contractor’s offers, based on the requested needs.” Are these costs separate from the bidder’s price offer and do these travel costs include costs related to travel to/from UfM HQ and locations for ad hoc/within a reasonable timeframe?

Any Travel costs directly connected with the subject of an order form and necessary for the implementation of the services required shall be reimbursed on the basis of unit costs as specified in the relevant order form and upon provision of the relevant supporting documents, provided that the UfM has approved these expenses in the corresponding specific offer

Question 24: In the event that over the three-year period reimbursable costs reach the 299,000.00 limit, and there is a need to cover the costs of, for instance, paid advertising campaigns. What takes place in this scenario?

Answer: The quoted estimated maximum budgets cannot be exceeded under normal circumstances. However, if the outreach and communication strategy includes radical different concepts which would require a higher expenditure, a re-distribution of the amounts within the total budget could be discussed as part of the approval procedure with the UfM.

Question 25: Is there any provision for inflation or exchange rate fluctuation over the course of the three years where the FWC takes place?

Answer: Prices quoted must be fixed and not revisable during the entire period of the Contract.

Question 26: Can key experts be used to develop roles and tasks of non-key experts in Order forms? Said different, to what extent do order forms restrict the use of key experts for other positions?

Answer: Key experts may be proposed for non-key positions in more than one position, no Statement of Exclusivity is required.

Question 27: When signing the Statements of Exclusivity and Availability, the key-experts state that they will be available for a certain period to implement requested services. Are the key experts obliged to sign the statements for the whole period of the contract, i.e., 3 years?

Answer: In accordance with the instructions to tenderers, section 4.1(1)a), the Statements of exclusivity and availability (using the form in Standard Submission Forms) must be provided for the key experts proposed. It is framework contractor's responsibility to ensure that the key-experts



listed in its technical proposal are effectively available and assigned to the contract for the whole period scheduled for his/her input to implement the tasks set out in the terms of reference and/or in the organisation and methodology. Please note that the statement of exclusivity and availability foresees the possibility of several part-time assignments during the period. In addition, the Methodology of work and management award criteria will also be evaluated with reference to the tenderer's strategy for ensuring the availability of appropriate key experts.

Question 28: Please clarify point 1.A of Instruction to Tenderers document: “Each key expert must also undertake to be available, able and willing to work for the whole period scheduled for his/her input to implement the tasks set out in the terms of reference and/or in the organisation and methodology”? It is our understanding that there is no specific period scheduled for inputs of individual key experts in the TOR; the specific level of effort of the key experts will be defined in the response to individual Order Forms.

Answer: Please see answer to question 27

Question 29: Regarding hiring non-key experts, can UfM confirm that hiring non-key experts will take place in response to specific Order Forms?

Answer: According to the provisions of the Terms of reference, section 6.5, CVs for non-key experts should not be submitted in the tender but the tenderer will have to demonstrate in their offer, providing explanations on how these non-key experts can be selected and mobilised, that they have access to experts with the required profiles.

Question 30: Could UfM clarify the level of experience expected for the following non key expert profiles: Legal consultant & Senior content developer/editor?

Answer: Minimum general professional experience is broadly described in section 6.5 of the Terms of reference, as follows

- Senior profiles. At least 8 years of experience
- Specialist profiles. At least 5 years of experience
- Junior profiles. At least 2 years of experience

Question 31: With regard to the clauses describing non-key experts being requested to spend from two weeks to one year in Barcelona and be present, ‘on a regular basis and/or ad hoc within a reasonable time.’ Is there a preference or requirement for providers who provide key or non-key experts that are already located in Barcelona? a. Can UfM provide more clarity on the range of times and under which conditions ad hoc applies? b. Whom among the key and non-key experts is expected to be available locally and what is considered a reasonable timeframe?

Answer: The conditions and/or number of working days allocated to key or non-key experts will be defined by written Request for Services. We are looking forward to the earliest mobilisation of non-key experts as possible following the specific offer is accepted. There may be up to a week for all non-key experts to be mobilised following the sending of the Request for Services. They must be



available to start working on the request but local presence in Barcelona may not be required or may be agreed upon the convenience of all parties and subject to the defined Request.

Question 32: The pricing schedule contains reference to implanted staff in UfM HQ. Is the provision of these non-key experts in house a requirement under this contract aside from other the key and non-key experts?

Answer: Tenderers must fill in all the boxes provided in the price schedule. An incomplete price schedule might disqualify the tender.

Question 33: The UfM has a communication team composed of four people. Could UfM clarify the relationship and distribution of tasks between the contractor and the internal team?

Answer: As stated in section 4.5.1 of the terms of references the Communication & Public Affairs Unit of the Union for the Mediterranean will be the responsible body to coordinate the work of the FWC contractor. The role of the UfM team in the implementation of the requested services and the proposed distribution of tasks will be defined in each specific Request for Services.

Question 34: The TOR describes the use of a network of associated partners, can UfM provide more information how these partners can differ conceptually from subcontractors and as such when the FWC holder requires approval to use said partners? a. Specifically, we would like to clarify if all subcontractors require pre-approval or if this clause only applies to the ‘network of associated partners.’

Answer: In this case, the associated partners, (if not directly member of a consortium tendering on the call for tender) has to be considered as subcontractor and must be declared as such in the tender. Only changes or additions during the implementation of the contract will require a written request from the Contractor, and the prior approval of the Contracting authority, in line with Article 4 of the General Conditions.

Question 35: In the description of activity “Wikipedia updates,” it is stated that UfM may request changes in Wikipedia in various languages. The price schedule does not contain a line to budget for some of the mentioned languages (Catalan, Italian, German, Portuguese, Spanish). Will UfM provide translators to those languages at their expense?

Answer: The contractor shall translate, write, power changes on wikipedia in the mentioned languages (Catalan, Italian, German, Portuguese, Spanish). Translation in these languages should be provided by the contractor and therefore included in the offer.

Question 36: The instructions to tenderers state that documentary evidence will be provided for the technical selection criteria, but only regarding the references that qualify us to be shortlisted. Should we resubmit the documentary evidence that was sent during stage 1 for our references?

Answer: Yes, your understanding is correct.



Question 37: Can UfM confirm that the FWC will be awarded to only one bidder from those preselected, who will exclusively receive Order forms from under the FWC?

Answer: Yes, your understanding is correct.