TENDER SPECIFICATIONS

PART II

TECHNICAL SPECIFICATIONS

No EEAS/DELGBRL/2023/OP/0308

EU citizens' rights UK - Integrated service provision II

Services framework contract

OPEN PROCEDURE

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1. TECHNICAL SPECIFICATIONS

1.1Context

The withdrawal of the United Kingdom (UK) from the European Union has created uncertainty in the lives of EU citizens who had been living in the UK prior to the end of the so called transition period (before 31 December 2020). The EU-UK Withdrawal Agreement¹ brings clarity as to how the rights of these citizens are protected and the UK has set out the implementation of the citizens' rights chapter of the Withdrawal Agreement in its policy called the EU Settlement Scheme (EUSS). All EU citizens residing in the UK who are eligible to become beneficiaries of the Withdrawal Agreement must apply and obtain a new UK immigration status to be able to continue to live in the UK. The application deadline to the EUSS was 30 June 2021, however, children, joining family members, those who missed the deadline on reasonable grounds and those who want to upgrade their temporary status to a permanent one can continue to apply to the scheme. Up to 30 March 2023 there have been over 7.2 million applications submitted to the EUSS, with over 1.2 million received after the deadline.

Up to 30 March 2023 the UK granted over 3.5 million permanent statuses (settled status) and 2.7 million temporary statuses (pre-settled status) under the EUSS. All those with temporary status may continue to be eligible to obtain settled status. The high number of applications submitted since the deadline indicates that there continues to be a significant group of eligible citizens who are yet to apply to the scheme, many with vulnerable and complex backgrounds. In addition to these "late applicants" eligible joining family members and children born to citizens who already have status will be able apply to the EUSS anytime in the future (up to 30 March 2023 there have been over 300,000 joining family member applications made). Although applications to the EUSS have had a very high success rate in general, the number of refused applications has been rising since the 30 June 2021 deadline. Whilst many of these refusals are issued to citizens who are not covered by the scope of the Withdrawal Agreement, some of these decisions also impact eligible citizens who have had difficulties to correctly evidence their application and may appeal their refusals. These citizens, together with those who are yet to make their first application to the EUSS (and who currently may not have an immigration status in the UK) could face challenges exercising their rights under the Withdrawal Agreement.

EU citizens who have applied or obtained status under the EUSS can exercise their rights as protected by the Withdrawal Agreement. Yet as their digital status² is a new feature of the UK immigration system itself and as a significant cohort of citizens are not accustomed to

¹ Withdrawal Agreement concluded between the European Union and the United Kingdom establishing the terms of the United Kingdom's orderly withdrawal from the EU, in accordance with Article 50 of the Treaty of the European Union: <u>https://commission.europa.eu/strategy-and-policy/relations-non-eu-countries/relations-united-kingdom/eu-uk-withdrawal-agreement_en</u>

² The EUSS operates a "digital-by-default" immigration scheme. This means that by default applications to the EUSS must be submitted online (<u>https://www.gov.uk/settled-status-eu-citizens-families</u>) and the resulting immigration status can also only be evidenced through accessing a real-time digital database (<u>https://www.gov.uk/view-prove-immigration-status</u>).

engaging with such, various challenges to the proper exercising of rights under the Withdrawal Agreement appear to remain.

With the end of EU free movement in the UK and citizens' mobility not being covered by the EU–UK Trade and Cooperation Agreement, the UK's new Points Based (immigration) System (PBS) and its various immigration routes are now applicable to all EU citizens who are not covered by the scope of the Withdrawal Agreement. The application of new immigration rules has created additional challenges to EU citizens, many remaining unaware that on 31 December 2020 EU free movement ended in the UK (immigration of EU nationals was an estimated 151,000 for the year to December 2022).

In this context it is imperative

(a) that eligible citizens learn about their rights as protected by the *Withdrawal Agreement*, about the requirements to obtain a new UK immigration status under the UK's EUSS and are able to properly exercise their rights as intended by the Withdrawal Agreement; to raise awareness among British stakeholders who may come into contact with EU citizens on the status of citizens protected by the Withdrawal Agreement.

(b) to inform EU citizens who are not beneficiaries of the Withdrawal Agreement about the new *UK points based immigration system and any UK immigration rules* applicable to them;

(c) to help clarify for EU citizens *coordination rules on social security rights* in the UK.

While providing information on the EU Settlement Scheme and the UK's points based immigration system remains the responsibility of the UK authorities, the EU also has a duty to care for its citizens so that they can exercise their rights and avoid become unlawfully resident in the UK. In this context it imperative that (1) no EU citizen or their family member eligible to be protected by the Withdrawal Agreement remains without a legal status in the UK, (2) that they are able to exercise their rights as intended by the Withdrawal Agreement and that (3) EU citizens who are not covered by the scope of the Withdrawal Agreement are aware that EU free movement in the UK ended and they must comply with the UK's points based immigration system.

To help achieve these goals the contracting authority in 2020 has procured an integrated service provision to provide legal information, advice, assessment and analysis as well as additional social media services to the benefit of EU citizens in the UK, their support organisations, EU embassies and their consulates in the UK and the contracting authority (entities benefitting from the services). The current procedure is intended to provide an adapted continuation of these services.

2.1 Services to be provided

1.2.1 GENERAL SCOPE

The scope of this contract covers services related to the implementation of Part 2 of the EU-UK *Withdrawal Agreement*; any *UK immigration policy, legislation, guidance* and other rules impacting EU citizens and their family members living in the UK and *coordination rules on social security rights* applicable to EU citizens in the UK.

Following prior authorisation by the contracting authority, the services will benefit EU citizens in the UK, local community information providers³ supporting EU citizens in the UK, EU embassies and consulates in the UK (providing support with the exercising of EU citizens' rights and the implementation of the EU Settlement Scheme in the UK) and EU Institutions, including the contracting authority. The services are carried out online and inperson covering all parts of the UK⁴.

The contractor will deliver integrated services in the following work streams:

- A.) Legal advice, information and analysis
- B.) Information sessions, advice surgeries, drop-in advice sessions, expert advice sessions
- C.) Social media production and management

The contracting authority will issue the request for any of the services under streams A, B and C via specific order forms.

³ Charitable and not-for-profit organisations, social enterprises, local authorities and local community groups offering assistance to citizens in the field of EU citizens' rights in the UK.

⁴ The services do not cover British Crown Dependencies or British Overseas Territories.

A. WORK STREAM A: LEGAL ADVICE, INFORMATION AND ANALYSIS

Responses to written and verbal queries

Scope: Queries falling within the scope of this work stream can be submitted in writing (i.e. by email, posts published on social media platforms, mail) or verbally (i.e. in meetings, via phone or video calls).

Delivery: Following the written request by the contracting authority, queries submitted in writing must be answered in writing. Verbal queries – unless they can be answered immediately verbally and this is accepted by the inquirer – must also be answered in writing. Simple queries in writing (and verbal ones requiring a written follow-up) will be answered by the contractor within at least two work days, complex queries within five work days, unless specified differently. Unless agreed differently, the contractor will provide additional information on any relevant follow-up questions within two work days (on simple queries) or five work days (on complex queries).

Reporting: The contractor will provide an executive summary of its responses to verbal and written queries covering its reporting period. This will include at least the following information: their overall number and type (written or verbal) of queries, the main topics raised, the name(s) of entities benefitting from the service and date(s) of delivery; recommendations on any action which in the future may help streamline the information provided through these individual queries and the number of hours that were required to deliver services in this work stream. The contractor will provide access for at least 10 years after the end of the implementation of this contract to the contracting authority on any of the written correspondence it has provided through this work stream.

Deliverables: verbal and written answers to verbal and written queries, reporting on the services delivered.

Background analysis and information

Scope: This service may include providing short executive reports or in-depth analyses on any relevant policy, legal, legislative or regulatory developments.

Delivery: Following the written request of the contracting authority, the contractor will provide assessment and analysis on topics falling within the scope of the contract. Unless specified otherwise the contractor will provide the contracting authority with a first written draft within ten working days. If required the contractor will respond to at least two follow-up edit rounds asking for changes or clarifications – answered within five working days each – to revise the initial drafts, before it is deemed final.

Reporting: The contractor will provide an executive summary of the work carried out in this work stream during the reporting period. This will contain the following information: number of background analysis delivered, their topics, the name(s) of the entity benefitting from the service and the delivery date(s), the number of days that were required to deliver services in this work stream. The contractor will provide access for at least 10 years after the end of the implementation of this contract to the contracting authority on any of the background analysis and information it has provided through this work stream.

Deliverables: Background analysis and information; reporting on the services delivered.

Preparation, attendance and reporting of meetings

Scope: Following the written request by the contracting authority the contractor will provide input for the preparation of meetings, prepare agenda items, will attend meetings to gather or provide information and will draft written summaries and reports of such meetings.

Delivery: The contracting authority will inform the contractor of recurring and ad-hoc meetings it is required to attend. Meetings may be requested to be attended in person (mostly in London, but also outside in other parts of the UK at occasions) or virtually via video conferencing platforms. The contracting authority will inform the contractor of such meetings giving at least 5 days' notice, however, it also reserves the right to give shorter notices when necessary.

The contractor will attend these meetings in their own name (i.e. not representing the contracting authority) in a confidential advising capacity to the contracting authority. The contractor may be asked to take a passive or active role which will always be discussed with the contracting authority ahead of the meeting. Any preparatory work already covered in the delivery of other work streams cannot be counted as part of the delivery of this work stream, even if the information is also used as part of the delivery of this work stream.

Unless specified otherwise draft summaries and reports should be provided within two working days and will allow for at least two follow-up rounds – answered within two working days each – to revise these products in necessary, before their finalisation. Any information provided in the preparation, delivery or follow-up of such meetings is accounted as part of this work stream (i.e. will not fall under any other work stream).

Reporting: The contractor will provide an executive summary of the work it has carried out in this work stream during the reporting period. This will contain the following information: number of meetings prepared for, attended and followed-up, their topics, the name(s) of the entity benefitting from the service and the date(s) of delivery, a list of products delivered and the number of days that were required to the deliver services. The contractor will provide access for at least at least 10 years after the end of the implementation of this contract to the contracting authority on any of the written products, summaries and readouts it has provided through this work stream.

Deliverables: preparation, attendance and follow-up to meeting; written products delivered in relations to meeting; periodical reporting on the services delivered; periodical reporting on the services delivered.

The website <u>www.eurights.uk</u>

Scope: The contractor is responsible for the hosting and the maintenance of the <u>www.eurights.uk</u> platform and will assume the role of content manager and data processor for all content posted on this website. The website will continue to have at least three front-end sections: (1) <u>information on finding local support organisations and events</u> (information sessions, advice surgeries and drop-in session) which is a postcode driven database linked to an interactive map; (2) a <u>section with easy-to-understand information on the rights of EU citizens in the UK</u> and (3) a <u>booking form</u> with which services described under work stream B (information sessions, advice surgeries, drop-in advice sessions and expert advice sessions) can be booked.

Delivery: The contractor will be responsible for keeping all sections of this website up-to-date with information and for the daily management of incoming booking requests by entities who intend to benefit from the services described under work stream "B". All content posted on the website must be approved in writing (via email) by the contracting authority which may also request the contractor to publish specific content. The contractor is also responsible for the maintenance and development of the website as proposed by the contractor or as requested (within reasonable means) by the contracting authority.

If information provided under other work streams is used for content development only the work related to the adjustment of such information products for web publication can be accounted as part of this work stream.

The contracting authority reserves the right to request the contractor to change the name of the website and conduct all the necessary related work for this. In case the contracting authority decides that it will want to shut this website and migrate, maintain and develop its content on another website (the general maintenance and development of which the contractor is not responsible for) the contractor will assist the contracting authority with this transfer of content to such a new website . The contractor will resume content development responsibilities (only those related to the implementation of the work streams described in these specifications) on the new website in close cooperation with the contracting authority and any other third parties being contracted by the contracting authority to host, develop and manage that website.

The contracting authority will provide for a 30-day handover period to smoothly manage the transfer from the current to the future contractor. During this period the contracting authority will no longer request substantive changes to the content of the euright.uk website.

Reporting: The contractor will provide an executive summary of the work it has carried out in this work stream during the reporting period. This will contain the following information:

developments and information updates carried on the website; website traffic analytics; the number of days that was required for the work; recommendations as to how to further develop this website – including features and information to be provided.

Deliverables: Website hosting, management, feature and content development; periodical reporting on the services delivered.

Technical specifications of eurights.uk: The core codebase for <u>eurights.uk</u> is written in Ruby on Rails and utilises common opensource dependencies – written and maintained by thirdparties – in order to provide common functionality such as authentication and authorisation and various administrative functions. The <u>eurights.uk</u> platform is hosted on <u>Heroku</u> and consists of two applications; the production application at <u>eurights.uk</u> and a staging application at <u>eurights-staging.herokuapp.com</u>. Both are deployed using a Heroku Pipeline directly from code stored on GitHub, and rely on the following third-party service integrations:

- Emails sent from the service are handled by <u>SendGrid</u>
- Data is stored in EU data centres using Postgres and Redis
- Any files uploaded by the user to the platform are stored on Amazon Web Services

Geolocation for services & event addresses, as well as user searches are provided by <u>Bing and</u> <u>Geocoder</u>. <u>Rollbar</u> is utilised to monitor application errors. Google Analytics is utilised to track usage data. Domains are registered and managed with GoDaddy. The contractor can propose other platforms and tools to comply with the requirements of Regulation (EU) 2018/1725 and has to be ready to apply other platforms and tools proposed by the Contracting authority for the compliance with aforementioned Regulation. The platforms can only become operational following the prior authorisation of the contracting authority.

Indicative cost breakdown of website hosting: Hosting at current usage, approximately EUR month. will 50 / Costs scale with use, details can be found here: https://www.heroku.com/pricing; Code storage at GitHub: EUR 20 / month; file storage on AWS: EUR 20 / month; domain: EUR 30 / year.

Costs related to the hosting and content management of the website must be integrated into the unit cost of services provided under work streams B.

Public information material development

Scope: The contractor will work closely with the contracting authority in the development and reviewing of written and audio-visual information products such as FAQs, information leaflets, social media videos and any other relevant content the contracting authority intends to publish.

Delivery: Unless specified otherwise the contractor will provide the contracting authority with a first written draft on such materials within ten working days following the contracting authority's written request. If required the contractor will respond to at least two follow-up edit rounds asking for changes or clarifications – answered within five working days each – to revise the initial drafts, before it is deemed final. If information delivered via other work streams is used in the process only work related to its adjustments in the context of this work stream can be accounted for as part of this work stream.

Reporting: The contractor will provide an executive summary of the work it has carried out in this work stream during the reporting period. This will contain the following information: number of information materials developed, their main topics, the name of the entity benefitting from the service, date(s) of delivery and the number of hours that was required to carry out work in this work stream. The contractor will provide access for at least 10 years after the end of the implementation of this contract the contracting authority on any of the written products it has provided through this work stream.

Deliverables: Development and review of public information materials; periodical reporting on the services delivered.

Informative estimated volumes of contracted services in number of work days ⁶ in a month		Estimated maximum number of service days in a work stream over the total duration of this contract		
Responses to verbal and written queries6 days		288 days		
Background analysis and information	6 days	288 days		
Preparation, attendance and reporting of meetings	6 days	288 days		
The website www.eurights.uk	1 days	48 days		

Indicative volume of work⁵

⁵ The contracting authority is not bound to order the estimated number of days each month or the maximum number of days estimated over the entire implementation of the framework contract. Services are demand driven, therefore the average volume of work each month may exceed or be lower than what is indicated in this table.

⁶ A work day is considered to consist of 8 work hours.

Public information	1 days	48 days
materials development		
Total	20 days	960 days

Travel and accommodation related to	24,000 €
external meetings attended in person	
outside of London	

B. WORK STREAM **B:** INFORMATION SESSIONS, ADVICE SURGERIES, DROP IN-ADVICE SESSIONS, EXPERT ADVICE SESSIONS

General scope

Complementing the information provided by the UK authorities, there is a continued need to provide legal information in the form of public *information sessions*. The contracting authority, local community information providers supporting EU citizens, embassies and consulates providing support with the exercising of EU citizens' rights and the implementation of the EU Settlement Scheme are being regularly approached by citizens to obtain information in an easy-to-understand and concise format. Town hall style information sessions, in person or online, continue to remain one of the most effective ways to assist citizens with similar issues. These public events are often the only way how relevant information can be effectively delivered beyond larger agglomerations (which have access to a wider range of services and information). This is especially the case in geographical areas which are scarcely covered with information (i.e. Northern Ireland, Scotland, Wales and some parts of England) and for harder to reach / vulnerable audiences that are likely to benefit more from this format.

In addition to information sessions, the possibility of one-on-one legal consultations or *advice surgeries* to citizens with vulnerable and complex background is to become increasingly important. Therefore, there is also a need to continue the provision of these one-off consultations that cannot result in legal representation, but which can offer more in-depth information and advice to citizens and help them find additional, longer term assistance.

Drop-in advice sessions are in demand by local community information providers who themselves are not qualified to offer legal information or advice, but who can prepare, promote and manage drop-in sessions at their premises or online spaces to help deliver such information. Drop-in advice sessions offer a scheduled and advertised opportunity for citizens concerned with their EU Settlement Scheme applications or with the exercising of their rights

as EU citizens in the UK to engage with a qualified legal advisor without prior booking required. Although information and advice delivered at such drop-in advice sessions will not reach the same detail and customisation as those provided through of the preliminary booked advice surgeries, but it will allow citizens to have their first engagement on their specific issues. The contractor will be able to assist citizens with basic information relevant to their case. If justified vulnerable and complex case citizens can be then booked for an advice surgery session.

Expert advice sessions are in need of local community information providers who already have some capacity to reach and consult EU citizens in need – especially vulnerable, complex case and harder to reach EU citizens – but themselves would benefit from further advice or training on immigration rules and guidance in place for such EU citizens. Expert advice sessions contribute to local community information providers qualified to give such advice become more efficient and independent when assisting these citizens.

General service requirements

All services are demand driven. The contractor shall aim to deliver the best geographical balance across England, Scotland, Wales and Northern Ireland. Multiple requests for services made by entities intending to benefit from the services organised in the same location / for the same target audience should be put on hold and be only held if no other requests can be fulfilled which would ensure better geographical and target group distribution within a specific time frame. Multiple requests (see under booking) from the same organisation intending to benefit from the services – even if delivered at different locations – must be flagged and discussed with the contracting authority.

The contractor shall aim to deliver the best geographical balance across England, Scotland, Wales and Northern Ireland. The final geographical coverage will always be validated by the contracting authority.

All services provided must be factually correct, legally accurate and politically neutral. All services will be delivered in English. The contractor is required to provide evidence as to how many citizens have been assisted through these work streams (for online information sessions the number of viewers and the number of those reached must be recorded).

Services can be carried out both in-person and online dependent on what serves best the interest of those taking part. In case the request is made for online service, the entity benefitting from the service is responsible for the e-hosting of the service and the contractor can only deliver the service if it can be credibly assumed that this service will be well attended. In case of doubt the contractor should engage with the entities intending to benefit from the services for more information and must also discuss this with the contracting authority.

Some services may also benefit from the attendance of an interpreter. While this contract does not provide for this, in many instances it is possible to arrange for a pro-bono interpreter in the local community where the service is carried out. This is often facilitated by the collaboration of the entity benefitting from the service and the lawyer/advisor (see requirements under Criterion 5.3.3.b) of the tender specifications), who can best explain the topic an interpreter will have to get familiar with prior to the service delivery). Therefore, where necessary and/or reasonable the contractor shall work with the local community information provider to help arrange for an interpreter for the event (at no extra cost).

Requests for services cannot be fulfilled where it can be credibly assumed that the service would:

- be used for political or campaigning purposes;
- not be entirely open to the public;
- charge an access fee;
- be requested by an entity not eligible, such as for profit or political organisations.

When the contractor is not certain of the entity making the request, it should seek further clarifications and must also discuss this aspect of the request in detail during the process of written authorisation by contracting authority.

Booking of services

The contractor is required to manage an online booking system for all services in this work stream. The purpose of this is to ensure that the contracting authority has sufficient information to decide whether to authorise the delivery of services for those requesting these.

The contractor will monitor booking requests made and will ensure that requests which comply with the general service requirements and the specific additional requirement (as outlined above) are presented for written authorisation to the contracting authority no later than 15 work days prior to the requested date of delivery. In case additional information is needed for the contracting authority to take a decision the contractor will liaise with the entity benefitting from the service to provide this. After all information is provided, requests will be approved by the contracting authority at least 10 days prior of the event scheduled. Following this, the contractor will take contact with the entity benefitting from the service within two working days to arrange for the delivery. The contractor is responsible to check whether all the technical / logistical requirements for the delivery of the service are catered for by the entity benefitting the service.

Delivery

Following a written authorisation by the contracting authority, the operational and logistical organisation of information sessions, advice surgeries, drop-in advice sessions and expert advice sessions remain the responsibility of the entity benefitting from the service the service.

The contractor is responsible for providing any advance information for the entity benefitting from the service that could help with the promotion, preparation or facilitation of the delivery. The contractor will provide the entity benefitting from the service with any information they may need to successfully promote the service – including a short description of what to expect and any additional information the contractor deems useful to include in the promotion of the service. The contractor is responsible for answering follow-up questions and queries on the subject content of the services delivered. If and where appropriate the contractor should propose to the entity benefiting from the service to deliver advice surgeries or drop-in advice sessions immediately following the information sessions held.

If travel arrangements are required to attend the event, the contractor will follow the requirements set out under section "Arrangement of travel to deliver the services".

The contractor shall ensure the presence of an accredited lawyer/advisor (see requirements under Criterion 5.3.3.b) of the tender specifications) during each event. It must ensure the continuity of the service, including replacing any lawyer/advisor absent for whatever reason. All personnel assigned by the contractor to deliver information sessions, advice surgeries, drop-in advice sessions and expert advice sessions must comply with all UK legislation relevant to providing immigration advice in the UK.

In case the situation requires, instead of physically attending an event, the contractor may be requested to deliver the services online, livestreamed, or via an appropriate videoconferencing facility. The organisation of this is the responsibility of the entity benefitting from the service, closely cooperating with the contractor.

The contractor will provide participants of information sessions, advice surgeries, drop-in advice sessions and expert advice sessions information about the protection of their personal data and collect and document the consent of the participants to the processing of their personal data, where this is applicable.

Reporting

The contractor will provide an overview on how it managed the booking of requests for information sessions, advice surgeries, drop-in advice sessions and expert advice sessions. The reporting must include the date of request and delivery, the entity benefitting from the service, the location and the number and type of attendees/assisted citizens, specific reporting elements (see below under each service type), any follow up it has undertaken and suggestions as to how to generally adjust or improve the service delivery

Deliverables: information sessions, advice surgeries, drop-in advice sessions, expert advice sessions; reporting on services delivered

Specific service requirements

Information sessions

Target groups

Information sessions will target citizens who fall within the scope of the implementation of the EU-UK Withdrawal Agreement and the EU Settlement Scheme in the UK. The sessions may also deliver information on general UK policies and legislation applicable to EU citizens in the UK. In addition, they will also target UK stakeholders who come into contact with EU citizens in the UK, who provide services or assistance to them or who need to verify EU citizens' immigration status in the UK.

Specific booking requirements

Information sessions must commit to at least 50 participants attending (in person or online). This requirement can be fulfilled by the entity benefitting from the service confirming that it commits to this minimum attendance level, understanding that failing to do so may have implications for authorising the request.

Delivery

The objective of the information sessions is to explain:

- how rights of EU citizens and their family members are protected by the Withdrawal Agreement;
- what citizens need to do to obtain a new immigration status under the EU Settlement Scheme and how they can exercise their rights relying on their digital only immigration status
- immigration rules and other UK policy relevant for EU citizens in the UK not covered by the Withdrawal Agreement.

The information sessions will answer short general questions raised in a Q&A format following a presentation part on the main topic relevant for the specific audience.

The approximate length of an information session should on average should be 2 hours.

Information sessions are to have the following structure:

Presentation (also including pointing out sources of additional information such as citizens' support organisations available, useful websites and publications "frequently asked questions" etc.) – 30/40% of the time;

• Q&As - 60/70% of the time;

The contractor is responsible for any follow-up queries of information sessions (questions not answered during the events; requests for additional information and information sources).

Specific reporting requirements

Complementing the general reporting requirements, the contractor will report on the target audience(s) who attended (nationality, general demographics if can be observed etc), the specific topic(s) covered, the slides/information delivered and any specific follow-up that was required performing the service or remarks. In case of an online information session the report has to include the online platform through which the session was delivered and a link to the event. The report on online information sessions shall also assess the online engagement with the content.

<u>Advice surgeries</u>

Target groups

Advice surgeries are held to assist (a) vulnerable citizens, (b) those with complex backgrounds and who are (c) hardest to reach through conventional channels. These citizens will usually require advice which is regulated at above OISC level 1⁷ or equivalent.

Specific booking requirements

Citizens assisted must fall within at least one of the vulnerable groups defined by the study 'Unsettled Status' published by the Migration Observatory at the University of Oxford⁸ or additional justification shall be provided by the entity benefitting from the service (or by the citizen) as to why they could be regarded as vulnerable, have complex background or are particularly hard to reach. Advice surgeries must commit to at least 5 citizens registered to attend. The delivery of a single surgery can be organised through multiple days (i.e. 2 citizens on one day and 3 citizens on another) and with the involvement of multiple entities benefitting from the service (i.e. such entities can join for delivery of a single advice surgery). The contractor is responsible for making certain that the required minimum number of citizens are booked in for an advice surgery before the service is delivered and that this can be evidenced.

⁷ <u>https://www.gov.uk/government/publications/competence-oisc-guidance-2012/oisc-guidance-on-competence-2017-pt-1</u>

⁸ Unsettled Status? Which EU Citizens are at Risk of Failing to Secure their Rights after Brexit?, Migration Observatory, University of Oxford, 12 April 2018, available at:

 $[\]underline{https://migrationobservatory.ox.ac.uk/resources/reports/unsettled-status-which-eu-citizens-are-at-risk-offailing-to-secure-their-rights-after-brexit/$

Delivery

At advice surgeries immigration lawyers or advisers assist citizens with their individual cases. Appointments can either be made directly after an information session, drop-in advice session or can be booked separately through the entity benefitting from the service.

To facilitate the effectiveness of advice surgeries the contractor will liaise with the entity benefitting from the service and will inform them of any preparatory work needed. This may involve the preparation of personal and supporting documents of citizens the preparation and sharing of which (complying the required data protection rules) is the responsibility of the organisation benefitting from the service.

The contractor is responsible for being available for the timely delivery of the service at the agreed location. In case of online advice surgeries the provision of IT tools needed (equipment and videoconferencing services) for delivery is the responsibility of the entity benefitting from the service, unless agreed otherwise.

Where complex cases need additional follow-up the contractor shall refer citizens to support organisations with qualified advisors.

Specific reporting requirements

Complementing the general reporting requirements, the contractor will provide additional anonymised information on those assisted (i.e. nationality, age, gender, area of residence) and will list the main issue(s) that had to be tackled and any general follow-up measure that was suggested. If applicable, the contractor is to make recommendations on how to improve the workflow, preparation, delivery and follow-up of advice surgeries.

Drop-in advice sessions

Target groups

The drop-in advice session will target vulnerable⁹ and complex background as well as harder to reach citizens who are less likely to benefit from information published online or who are less likely to proactively come forward with their personal questions through other channels including information sessions.

Specific booking requirements

⁹ For more information what groups amount to vulnerable, please read "Unsettled Status – 2020: Which EU Citizens are at Risk of Failing to Secure their Rights after Brexit?

<u>https://migrationobservatory.ox.ac.uk/resources/reports/unsettled-status-2020/</u> and also rely on the definition at <u>https://home-affairs.ec.europa.eu/pages/glossary/vulnerable-person_en</u>

Drop-in advice sessions must commit to at least two consecutive hours during which legal advice and information will be provided to those attending. It is expected that at least 5-8 citizens attend a drop-in session. The entity benefitting from the service must present evidence on how this service is expected to be well taken benefit of. Failing to do so or having earlier requested a drop-in session that was poorly attended may have implications for authorising the request.

Delivery

Drop-in advice sessions help the entity benefitting from the service to scale up their services provided to EU citizens and family members by offering a preliminarily advertised time interval during which citizens may seek advice (in person or online) from the lawyers or advisors (see requirements under Criterion 5.3.3.b) of the tender specifications) without prior booking required. The entity benefitting from the service must justify why a drop-in session would be the best way to provide information and advice (instead of an information session or and advice surgery).

Drop-in sessions will offer their service to citizens on a first come, first served basis with a view to assist as many citizens as possible (by best managing the time allocated to each citizen). In case justified the lawyers or advisors may suggest the scheduling a further advice surgery for eligible citizens who could benefit from more in-depth advice.

Specific reporting requirements

Complementing the general reporting requirements, the contractor will provide information on what justified the delivery of a drop-in advice session. The contractor will also provide anonymised information on those assisted (numbers, nationality, age, gender, area of residence etc.) and will list the main issue(s) that had to be tackled along with any general follow-up measure that was suggested.

Expert advice sessions

Target groups

Expert advice sessions will target local information providers who need assistance with particularly complex cases and further training to assist these citizens independently.

Specific booking requirements

Expert advice sessions can be requested by entities already providing or intending to provide information or advice to EU citizens and their family members. The entity benefitting from the service must justify how the expert advice session will contribute to assisting vulnerable or complex background citizens and how these sessions will contribute to the entity benefitting from the service become more efficient and independent in supporting such citizens in the future.

Delivery

The content of the session will depend on the requirement of the entity benefitting from the service. Unless specified differently an expert advice session will last for at least 2 hours and will be delivered by an assigned lawyer or advisor (see requirements under Criterion 5.3.3.b) of the tender specifications). The contractor is responsible for assessing the needs of the entity benefitting from the service. The contractor may offer a pre-defined general or a custom made agenda and content for the expert advice session requested. This must respond to the needs of the entity benefitting from the service and improve its capacity or capabilities to assist citizens in the future.

Specific reporting requirements

Complementing the general reporting requirements, the contractor will provide information on what justified the delivery of an expert advice session, the main area of the session's focus and how it contributed to improving the capacity and capability of the entity benefitting from the service to assist EU citizens in the future more independently.

Indicative volume of work⁵

Informative estimated volumes of contracted services in number of work days ⁶ in a month		Estimated maximum number of service days in a work stream over the total duration of this contract		
Information sessions	2 days	96 days		
Advice surgeries	2 days	96 days		
Drop-in advice sessions	3 days	144 days		
Expert advice sessions	3 days	144 days		
Total	10 days	480 days		

Estimated incidental cost over the total duration of this contract				
Travel and accommodation within the UK	33,600 €			

C. WORK STREAM C: SOCIAL MEDIA PRODUCTION AND MANAGEMENT

Scope: Social media platforms have proved to be one of the most effective ways in reaching EU citizens in the UK, the British public and specific stakeholders who come into contact with EU citizens. The contracting authority is currently present on Facebook, Twitter, Youtube and Instragram with the following accounts:

- Twitter: https://twitter.com/EUdelegationUK
- Facebook: https://www.facebook.com/EUinUK/
- YouTube: https://www.youtube.com/user/EULondonRep
- Instagram: https://www.instagram.com/euinuk

The contractor is to provide an experienced social media manager (see requirements under Criterion 5.3.3.b) of the tender specifications) to produce the appropriate content for social media channels on EU citizens' rights and reaching out to EU communities in the UK. While the social media manager will work closely with the rest of the contracting authority's – including its "press and public diplomacy" and "EU citizens" – teams, it is expected that they will take initiative and work independently.

The contractor will ensure that the processing of personal data received from the social media platforms complies with the requirements laid down in Regulation (EU) 2018/1725.

Drafting and updating of an online action plan and a weekly editorial calendar

As requested in the order form, the contractor shall design and develop a communication strategy and detailed on-line action plan focusing on EU citizens' rights and wider issues related to EU citizens in the UK and their interaction with the British society and relevant economic and social stakeholders.

In this respect the contractor shall:

- carry out the necessary research and analysis in order to identify specific target EU citizens and British target groups;
- define a list of issues which are of key interest to these target groups and can be addressed via social media;
- draft a detailed 6-month action plan including the main target groups, messages, online communication channels and methods, timings and expected results measured by specific key performance indicators. The action plan is to be updated/adjusted monthly, taking into account any significant developments;
- building on the 6-month action plan (adjusted on a monthly basis when needed), create and maintain a weekly editorial calendar for EU citizens in the UK and respective British stakeholders, also taking into account content provided by the

contracting authority and the central social media accounts of the European Commission and the European External Action Service;

• take into account and adjust messages in the context of any general and specific communication priorities of the European Commission and the European External Action Service.

The 6-month action plan for social media will promote:

- o a modern and responsive image of the EU in the area of EU citizens in the UK;
- the openness and willingness of the EU to communicate with its citizens, with British stakeholders and the wider public on issues related to EU citizens in the UK.
- o the positive contribution of EU citizens to British society

Deliverables: 6-month action plan updated monthly; weekly editorial calendar.

Production of content for social media

As requested in the order form, the contractor will create content - posts, tweets, infographics and videos - to be disseminated through the various social media accounts of the contracting authority. This includes the selection and/or creation of texts, illustrations, pictures, infographics, videos, etc. relevant for such messages. The contractor will need to provide subtitling to videos where this is relevant (as defined by the contracting authority). All materials used must be in line with EU and UK copyright laws. The contractor is required to use its own audiovisual licences for the work and may also rely on the free audiovisual products licensed by the European Union.

The formulation of public messages will be closely aligned with the contracting authority's citizens' rights and press and public diplomacy teams as well as with the contracting authority's weekly social media calendar. The service is to develop new and original content under the supervision of the contracting authority (for examples, please check the social media accounts of the contracting authority).

The contractor will also create, manage and evaluate social media campaigns that involve content produced by the contractor and third parties.

Deliverables: texts, illustrations, pictures, infographics, short edited videos, etc. as required for social media and online communication purposes.

Publication and content management

As requested in the order form, the contractor will deliver publication and content management services. All content produced by the contractor must be posted in close coordination with the contracting authority's citizens' rights and public diplomacy teams, in particular with the social media manager of the contracting authority.

The contractor shall:

- publish information on EU citizens' rights and other relevant information for EU citizens on the social media platforms of the contracting authority;
- respond to questions and comments on social media platforms;
- develop strategies to increase the outreach of the accounts in the area of EU citizens in the UK;
- keep the audience engaged through various techniques offered by social media tools, such as internal apps, campaigns, contests and audience challenges;
- monitor the impact of the information published on social media;
- maximize the impact of information published;
- manage the community and facilitate discussions;
- perform a "watchdog function" and advise moderators if necessary;
- support the contracting authority's press and public diplomacy team and social media manager in the area of EU citizens in the UK.

The contractor must ensure that the contracting authority has validated any information before publishing it on the contracting authority's social media accounts.

At all times, the contractor should be cautious to present information with a view to avoid any possible negative impact for the EU. This includes complying with data subject rights as set out in Regulation (EU) 2018/1725.

It is expected that the contractor keeps pace with new trends and developments in social media so the contracting authority can benefit from this expertise and make the best possible use of it.

Deliverables: creation and publication of EU citizens related content on the contracting authority's social media platforms; the development of strategies to increase outreach and engagement, the monitoring of the impact of the information published; online community and discussion management; watchdog and moderator functions; support for the contracting authority's press and public diplomacy team and its social media manager.

Social media coverage of events

As requested in the order form, the contractor may be requested to offer live social media coverage during at least 5 EU citizens related events per year.

This will cover the preparation of the event including activities such as:

- o developing a social media strategy customised to the event;
- researching search engine optimisation (SEO) keywords to weave into social media content;

• creating visuals ahead of the event and promoting the speakers and the topic with a view to boosting participation.

During the event, the contractor shall perform tasks such as:

- posting live, covering keynote and breakout sessions panels, etc.;
- capturing and posting photos and videos of keynote events, booth activity, attendee networking, presentation of awards, speaker sessions, etc.;
- monitoring event hashtags on social media channels and identifying leads and impact opportunities;
- engaging with influencers and the audience.

Following the event the contractor will:

- Prepare a detailed social media assessment (including quantitative and qualitative assessment);
- Propose changes that could further develop future events.

The contractor may be asked to also help facilitate online events related to EU citizens in the UK.

The contractor is responsible for all technical equipment that is required for it to perform these tasks (e.g. microphone, computer, stable broadband data connection, etc.). These exclude technical equipment that is required to organise the event attended.

The contractor is responsible for complying with data subject rights as set out in Regulation (EU) 2018/1725 while taking photos, videos or sound recordings or collecting other personal information during the events.

Deliverables: preparation, delivery (live posting, photo/video capturing, social media monitoring, in case of e-events help with the facilitation) and assessment of the social media coverage of EU citizens' rights related events.

Reporting for this work stream

The contractor is required to establish a monthly report with an overview of the deliverables completed under this work stream. By using social media monitoring, reporting and analytics tools the contractor in its report will provide:

- Quantitative and qualitative analysis of all social media activities, and how these activities impacted the established social media action plan and if different or additional measures are required to meet the objectives set out in the this plan
- o List of events live-covered during the reporting period

Indicative volume of work⁵

Informative estimated volumes of contracted services in number of work days ⁶ in a month		Estimated maximum number of service days over the total duration of this contract		
Drafting and updating of an online action plan and a weekly editorial calendar	2 days	96		
Production and publication of content	14 days	672		
Total estimate	16 days	768		

Estimated incidental costs per	' month	Estimated incidental cost over the total duration of this contract		
Paid promotion of social media content	EUR 750	EUR 36,000		

1.2.2 ARRANGEMENT OF TRAVEL AND ACCOMMODATION REQUIRED TO DELIVER SERVICE FOR WORK STREAMS A, B AND C

The contractor could be asked to travel to locations in the UK to be able to deliver on work streams A, B and C. In such cases the contractor is responsible for arranging and pre-financing any travel and accommodation costs. Eligible costs will then be reimbursed to the contractor by the contracting authority in the framework of this contract.

Arranging for travel

The contractor will inform the contracting authority of its need to arrange for travel, at least 10 working days prior to the planned travel date. The contractor will propose the contracting authority how it intends to arrange for travel, including a quote which must be in line with the Framework Contract (sections "I.5.3. Reimbursement of expenses" and "II.22 Reimbursements"). The contracting authority will approve this or will request changes within 2 working days. The contractor will then make an amended proposal within 1 working day. The contracting authority will give its final decision on the travel within 1 working day.

Reimbursement of expenses, daily allowances

The total value of reimbursable cost throughout the duration of the framework contract, under each specific contract (order form) as well as per trip is set out under articles I.5.3 and II.22 of the framework contract.

The statements of reimbursable expenses (the statement templates available from the contracting authority) together with all original tickets/bills shall be attached to the monthly invoice, indicating clearly to which work stream it relates to. The statements shall be submitted for all meetings /events held during the invoiced period. Late statements may not be accepted by the contracting authority.

1.2.3 PLACE AND TIME OF PERFORMANCE

The services will be performed in the United Kingdom.

Work streams A and B: these services will be provided Monday to Friday, between 9am - 6pm. The contractor is expected to deliver its services, using its own information devices, at its own premises or at other external locations. In exceptional circumstances (for instance Europe Day falling on a weekend or unexpected developments impacting EU citizens), following prior authorisation by the contracting authority and in agreement with the contractor, the contractor may be requested to deliver some services over weekends.

Work stream C: the services will be provided Monday to Friday, between 9am – 6pm in general. In exceptional circumstances the contractor will be requested to deliver services after these work hours or over weekends. The contractor is expected to deliver its services, using its own information devices, at its own premises or at other external locations

2. CONTENT OF THE TENDER

The tenderers shall submit via the electronic submission system E-Submission the "Request to participate form" duly completed accompanied by all the information and documents listed in the form.

If any of the documents of the "technical tender" and "financial tender" is missing, the contracting authority shall not request it and will proceed to the evaluation exclusively on the basis of the submitted documents. No further documents or improvement of the content of the tender can be requested by the contracting authority.

Annex 1 – Statement of compliance with the procurement documents [and Checklist on minimum technical requirements]

Statement of compliance with the procurement documents

No EEAS/DELGBRL/2023/OP/0308

[I] [We],, , the undersigned, being the authorised legal representative[s] of [to be completed with the name of the tenderer; for joint tenders, this must include all members], hereby declare that we have examined and accept without reserve or restriction all the terms and conditions set out in the invitation to tender, in the tender and technical specifications and in the draft contract for the tender procedure referred to above and, where appropriate, waive the tenderer's own general or specific terms and conditions. We offer to provide the services on the basis of our technical tender and our financial tender which do not diverge in any way from the requirements described in the procurement documents as drafted by the contracting authority. Our tender complies with all the technical requirements indicated in the tender and technical specifications.

We also undertake to respect these requirements scrupulously during the performance of the [framework] contract in case we become the awardee of the contract.

Name of tenderer:

Name of the legal representative of the tenderer:

Date:

Signature:

NOTE: For joint tenders, this statement of compliance has to be signed by each member unless the leader is duly authorised to sign on behalf of each member by a power of attorney annexed to the tender.

[Name of tenderer

Name of the legal representative of the tenderer:

Date:

Signature:]

Annex 2 – technical tender

A description of the tender submitted. The tenderer will explain in detail their tender including detailing the tasks which will be performed by each member of a joint tender and each subcontractor whose share of the contract is higher than 10%.

Annex 3 – technical tender

Award criterion n° 1: Analysis of current and prospective challenges, FAQ

The evaluation committee will assess the relevance¹⁰, the clarity¹¹ and the structure¹² of the information provided in the technical tender.

Sub-criterion 1.1 (10 points): Issues log

Provide a detailed "issues log", a structured assessment which identifies, ranks and briefly describes the main issues and challenges faced by EU citizens in the UK and what the EU's priorities should be to help resolve these.

Sub-criterion 1.2 (10 points): Potential future challenges impacting EU citizens.

Provide a detailed assessment on the main challenges that EU citizens living in the UK could be facing in the mid- (up to the next 3 years) and long run (beyond the next 3 years).

Sub-criterion 1.3 (10 points): Work Stream (A) Background Analysis and information: FAQ

Provide up to 20 Frequently Asked Questions (FAQ) together with their responses that you would find most appropriate to include in a forthcoming publication: "EU citizens in the UK – what you need to know". As a short summary explain the rationale behind your choice of questions.

(Maximum number of points: 30 – Minimum threshold: 50%)

¹⁰ Assessing to what extent the information provided by the tenderer helps answer the question at hand.

¹¹ Assessing to what extent the information provided by the tenderer is easy to read and understand and if the information provided is concise and exact.

¹² Assessing to what extent the information provided by the tenderer is organised in a way that supports its understanding.

Annex 4 – technical tender

Award criterion n°2: Organisation of services

The evaluation committee will assess the efficiency¹³ and the effectiveness¹⁴ of the information provided in the technical tender.

Tenderers are required to set out in detail:

Sub-criterion 2.1 (25 points): General contract management

Provide detailed information as to how you plan to organise the delivery of the services in general. (1) What resources will be assigned to the services, (2) how will these resources be organised to comply with the overall service requirements (in all work streams); (3) how will quality control and contingency response be provided.

Sub-criterion 2.2 (15 points): Work Stream B: Provision of expert advice sessions

Describe in detail how you intend to deliver this work stream as set out under 1.2.2 of the technical specifications (including a response to the general and specific service requirements). In your response, please also include (1) which local information providers this service will target (2) how it will be verified that the service will contribute to vulnerable and complex case citizens, (3) how it will help the entity benefitting from the service become efficient and independent in supporting EU citizens in the future. (4) Also outline some of the generic expert advice sessions that you are planning to offer, explaining their rationale. Finally, (5) provide detail on how you would organise this work in general, including the processing of requests, assigning of lawyers / advisors, delivery and evaluation.

(Maximum number of points: 40 – Minimum threshold: 50%)

 $^{^{13}}$ Assessing to what extent procedures proposed by the tenderer use the least amount of resources to achieve the highest amount / best quality outputs intended – i.e. whether resources are used efficiently to reach the intended results.

¹⁴ Assessing to what extent resources and procedures proposed by the tenderer are likely to reach impactful results.

Annex 5 – technical tender

Award criterion n°3: Social media production and management

The evaluation committee will assess the relevance¹² and creativity ¹⁵ of the information provided in the technical tender.

Sub-criterion 3.1 (15) points): Work Stream C – Social media production and management: information video

Provide a short (up to 3 minutes) sample social media video on "What you need to know as EU citizens travelling to the UK". The video must be downloadable from an online platform provided through a weblink.

The evaluation committee will assess the relevance¹², clarity¹³ and structure¹⁴ of the proposal.

Sub-criterion 3.2 (15 points): Work Stream C – Social media production and management: social media strategy

Provide a detailed social media strategy for the first 6 months of the contract delivery. This should at least identify (1) target groups (2) main topics and messages (3) the timing of delivery of messages (4) key performance indicators and (5) evaluation methods.

(Maximum number of points: 30 - Minimum threshold: 50%)

¹⁵ Assessing to what extent does the tenderer propose original and innovative ideas, procedures and solutions for the various stages (preparation, delivery, follow-up) of the delivery of information sessions.

Item	Description	Type of unit	Unit price in EUR
А	Legal advice, information and analysis - estimated to require ca 25 days a month		
	Responses to verbal and written queries	One day	
	Background analysis and information	One day	
	Preparation, attendance and reporting of meetings	One day	
	The website <u>www.eurights.uk</u>	One day	
	Public information materials development	One day	
В	Information sessions, advice surgeries, drop in-advice sessions, expert advice sessions		
	Information sessions	One session	
	Advice surgeries	One surgery	
	Drop-in advice sessions	One session	
	Expert advice sessions	One session	
С	Social media production and management		
	Drafting and updating of an online action plan and a weekly editorial calendar	One day	
	Production of content for social media	One day	
	Publication of content	One day	
	Social media coverage of events	One day	
)	Reimbursement of expenses	N.A.	N.A.
	A. Travel and accommodation related to external meetings outside of London.	<i>N.A.</i>	N.A.
	B. Work Stream B: Travel and accommodation.	<i>N.A.</i>	N.A.
	C. Work Stream C: Paid promotion of social media content	N.A.	N.A.

Annex A – Financial tender

When filling in this table, tenderers shall fill in the unit prices for each item and will not modify, add or subtract any item. Failing this, their tender will be eliminated.

Name of tenderer:

Name of the legal representative of the tenderer:

Date:

Signature:

NOTE: For joint tenders, this annex has to be signed by each member unless the leader is duly authorised to sign on behalf of each member by a power of attorney annexed to the tender.

Name of tenderer:

Name of the legal representative of the tenderer:

Date:

Signature:

Annex B – Financial tender

Item	Description	Type of unit	Estimated number of units over the maximum duration of the contract	Unit price in EUR	Total price in EUR
A	Legal advice, information and analysis - estimated to require ca 25 days a month		960		
	Responses to verbal and written queries	One day	288		
	Background analysis and information	One day	288		
	Preparation, attendance and reporting of meetings	One day	288		
	The website <u>www.eurights.uk</u>	One day	48		
	Public information materials development	One day	48		
В	Information sessions, advice surgeries, drop in-advice sessions, expert advice sessions		480		
	Information sessions	One session	96		
	Advice surgeries	One surgery	96		
	Drop-in advice sessions	One session	144		
	Expert advice sessions	One session	144		
С	Social media production and management		768		
	Drafting and updating of an online action plan and a weekly editorial calendar	One day	96		
	Production and publication of content	One day	672		
D	Reimbursable	Up to a maxin	mum of	I	93,600
	A. Travel and accommodation related to external meetings outside of London.	Idem			24,000
	B. Work Stream B: Travel and accommodation.	Idem			33,600
	C. Work Stream C: Paid promotion of social media content	Idem			36,000
Total (A+B+C+D)					

Price scenario over the duration of the contract in EUR

When filling in this table, tenderers shall fill in in column 5 the same unit prices as tendered for in Annex A - financial tender. Tenderers will carefully calculate the total in column 6. They will do so for each item, they will not add, suppress or modify any item. Failing this, their tender will be eliminated.

Name of tenderer:

Name of the legal representative of the tenderer:

Date:

Signature:

NOTE: For joint tenders, this annex has to be signed by each member unless the leader is duly authorised to sign on behalf of each member by a power of attorney annexed to the tender.

Name of tenderer:

Name of the legal representative of the tenderer:

Date:

Signature: