



**An Ghníomhaireacht
Tithíochta**
The Housing Agency

**Request for Applications to Participate
in a
Dynamic Purchasing System
for the Provision of
Competent Professional Consultancy Services
to
Owner's Management Company (OMC) in Ireland**

Tender Procedure: Open Procedure Publication

Date: 28th August 2025

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Part 1: Introduction

- 1.1 The Housing Agency (the “Sanctioning Authority”) is issuing and facilitating this Request for Applications to Participate (“RFATP”) in a Dynamic Purchasing System (“DPS”) on behalf of the Owner’s Management Company (OMC) to provide Competent Professional Consultancy Services.
- 1.2 This public procurement competition (“Competition”) is being conducted in accordance with the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. 284 of 2016) (the “Regulations”).
- 1.3 The Sanctioning Authority invites requests for applications to participate (“Applications”) from economic operators (“Applicants”) for appointment to a Dynamic Purchasing System (“DPS”) for the provision of the services described in **Appendix 1** to this RFATP (the “Services”).
- 1.4 In summary, the Services shall comprise of:

The provision of Competent Professional Consultancy Services to the Owner’s Management Company (OMC) in accordance with the ***Interim Remediation Scheme for Fire Safety Defects in Eligible Apartments and Duplexes (the DRAFT Applicant Pack & Appendices thereto are included with this Open Procedure Publication for information purposes).***

The DPS will be divided into five (5) Lots (each a “Lot”) as described below, with multiple mini-competitions to be held under each Lot.

Lot 1 – Competent Professional Consultancy Services for 0-50 No. Units in a Multi-Unit Development (MUD).

Lot 2 – Competent Professional Consultancy Services for 51-100 No. Units in a Multi-Unit Development (MUD).

Lot 3 – Competent Professional Consultancy Services for 101-150 No. Units in a Multi-Unit Development (MUD).

Lot 4 – Competent Professional Consultancy Services for 151-200 No. Units in a Multi-Unit Development (MUD).

Lot 5 – Competent Professional Consultancy Services for 201 No. Units or more in a Multi-Unit Development (MUD).

Applicants may apply for one or all Lots, without any restriction.

Overview of Admittance to the DPS and Award of Contracts

1.5

Admittance to the DPS and the subsequent award of any contract(s) thereunder, as set out at Appendix 6 of this RFATP (“Contract(s)”), shall be conducted as follows:

Stage 1 – Admittance to the DPS:

The Sanctioning Authority invites Applications from Applicants in response to the Compliance and Selection Criteria at paragraphs 3.1 and 3.2 of Part 3 of this RFATP. While Applicants are required to submit a response to and fulfil the Compliance and Selection Criteria, Applicants are **not** required to submit either a tender proposal or a pricing submission at this Stage 1 of the Competition. Tender responses and pricing submissions will instead be required in response to future (Stage 2) mini-competitions conducted under the DPS. All Applicants that meet the Compliance and Selection Criteria will be admitted to the DPS after completion (execution) of the DPS Agreement as set out at Appendix 5 to this RFATP (“DPS Agreement”) along with the Sanctioning Authority and/or Owner’s Management Company (OMC).

Ongoing application process to become a DPS Member

Economic operators may apply for admission to the DPS, or re-apply in the case of Applicants who failed to satisfy the Compliance or Selection Criteria, at any point throughout the Term (as defined in paragraph 1.8 below) of the DPS. Regardless of when they submit their application, in order to be admitted to the DPS, Applicants must fulfil all Compliance and Selection Criteria set out in this RFATP.

Stage 2 – Award of Contracts:

All Applicants that enter into a DPS Agreement with the Sanctioning Authority and/or Owner’s Management Company (OMC) at Stage 1 (each a “DPS Member”) will be invited to future Stage 2 competition(s) (“Mini-Competitions”) to submit a tender response based on the requirements set out in the relevant Stage 2 Request for Tenders (“RFT”).

Mini-Competition(s) will be supported and facilitated by the Sanctioning Authority and conducted by the Owner Management Company (OMC) as a “Profile User” and/or “Contracting Authority” and/or “DPS Client” in accordance with the procedures set out at clauses 5 and 6 of the DPS Agreement.

After the assessment of the tenders received in response to an RFT, the Owner Management Company (OMC) may decide to award a Contract to the DPS Member that has submitted the most economically advantageous tender based on the award criteria set out in the RFT.

1.6 Overview of Application Process

The DPS will be hosted on the e-Tenders web platform www.etenders.gov.ie (the “Electronic Platform”). All communications arising out of or in connection with the DPS will be by electronic means. No hard copy documents will be issued or accepted by the Housing Agency and/or the Owner Management Company (OMC) and all communications with the Sanctioning Authority must be via the Electronic Platform.

The following is an overview of the electronic process that Applicants must follow when submitting an application for admittance to the DPS.

1. Applicants must register with E-tenders and/or login to the Electronic Platform.
2. Applicants must review in full and comply with all requirements for this Competition set out in the RFATP and any published DPS documents for this Competition.
3. Applicants must complete and upload the electronic European Single Procurement Document (“eESPD”) to the Electronic Platform.
4. Applicants must complete and submit the DPS Applicant Response Document (“ARD”) and is available to download from the Electronic Platform. Applicants must respond to the Selection Criteria as detailed at section 3.2 of Part 3 of this RFATP, and upload their response to the Electronic Platform by the Application Deadline. Applicants are **not** required to submit a tender proposal or pricing schedule in response to the Appendix 1 requirements at this Stage 1. The tender proposal and pricing schedule will instead be required to be submitted in response to future Stage 2 Mini Competitions that may be conducted under the DPS.
5. Following the Application Deadline (as specified at Section 2.6 of this RFATP) and the evaluation of the Applications, the Sanctioning Authority will inform the Applicants who fulfil the Compliance and Selection Criteria in this RFATP that they are the initial applicants identified for admission.
6. The initial applicants identified for admission (that fulfil the Compliance and Selection Criteria in this RFATP) will receive such notification via the e-Tenders web platform and they will be required to sign the DPS Agreement at Appendix 5 to this RFATP prior to being admitted to the DPS.
7. The Sanctioning Authority will then proceed to execute (sign) a DPS

Agreement(s) with those initial applicants identified for admission. The DPS will be deemed to be established upon the date on which the last DPS Agreement has been executed by both the Sanctioning Authority and an initial applicant identified for admission ('the Establishment Date'). The Establishment Date will more specifically be set out in the contract award notice for this Competition published on OJEU and e-Tenders which shall also include the Establishment Date.

8. Applicants that do not meet the Compliance and Selection Criteria in this RFATP will not be admitted to the DPS and will be notified accordingly via the e-Tenders web platform.
9. Unsuccessful Applicants may re-apply for admission onto the DPS at any stage throughout the Term (as defined in paragraph 1.8 below) of the DPS, following the Establishment Date of the DPS.
10. Economic Operators that did not submit an application in response to this RFATP by the application deadline specified in paragraph 2.6 of this RFATP may apply for admittance onto the DPS at any stage throughout the Term (as defined in paragraph 1.8 below) of the DPS, following the Establishment Date of the DPS.
11. It is envisaged that the Owner Management Company (OMC) will conduct Mini- Competitions for each separate Multi-Unit Development (MUD) under the DPS in respect of those Lots in which Applicants may have been successfully admitted to the DPS.
12. All future Mini-Competitions will be conducted in accordance with the terms of the DPS Agreement at Appendix 5 and contracts will be awarded in accordance with clauses 5 and 6 of the DPS Agreement.

1.7 DPS Clients

The Sanctioning Authority is a DPS Client and shall support and facilitate the Owner's Management Company on the DPS as a "Profile User" and/or "Contracting Authority" and/or "DPS Client" to award (or "call off") Service Contracts (each a 'Contract') under the DPS Agreement in accordance with the rules set out in the DPS Agreement at Appendix 5.

1.8 Term

Any DPS that may result from this Competition will, subject to paragraph 1.9 below, have a period of validity of 5 years from the Establishment Date of the DPS (the “Term”). Further, any DPS Agreement that may be completed (executed) under the DPS will, subject to paragraph 1.9 below terminate on the fifth anniversary of the Establishment Date of the DPS.

1.9 Termination of DPS

The Sanctioning Authority would refer all Applicants to clause 17 of the DPS Agreement at Appendix 5. The Sanctioning Authority reserves the right to terminate the DPS Agreement at any stage throughout its Term in accordance with the termination provisions set out at clause 17 of the DPS Agreement.

1.10 Estimated Value of Contracts to be Awarded

The Sanctioning Authority estimates that the aggregate expenditure on the Services to be covered by the proposed DPS Agreement may amount to some **€25 million** in total (excl. VAT) over the Term. Applicants must understand that the figure is an estimate only based on current and future expected usage.

1.11 SME Participation

Sanctioning Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME’s”) in this Application to Participate in the DPS and, if successful, in future Mini-Competitions. SMEs that believe the scope of this Application is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Contracts that may result from this Application and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Contracts that may result from this Application.

Part 2: Instructions to Applicants

2.1 Important Notices

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Sanctioning Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Applicants must form their own conclusions about the solution needed to meet the requirements set out in this RFATP and may wish to consult their legal advisers.

2.1.2 The Sanctioning Authority does not bind itself to accept any Application.

This RFATP does not constitute an offer or commitment to establish a DPS and/or to enter into a DPS Agreement or a Contract.

Admittance of an Applicant to the DPS will not take place unless and until a DPS Agreement has been signed by the Applicant and the Sanctioning Authority and/or Owner's Management Company.

Admittance of an Applicant to the DPS does not guarantee the award of any Contract.

No contractual rights in relation to any DPS Client/Owner's Management Company will exist unless and until a formal Contract has been executed by or on behalf of the DPS Client/Owner's Management Company. Any notification of preferred bidder status by the Sanctioning Authority / a DPS Client / Owner's Management Company at Mini Competition shall not give rise to any enforceable rights by the Applicant.

The Sanctioning Authority reserves the right to cancel this Competition at any time prior to executing a formal DPS Agreement or to terminate a DPS Agreement at any time during the Term in accordance with the termination provisions set out at clause 17 of the DPS Agreement.

Admission to the DPS or award of a Contract under a Mini-Competition does not confer exclusivity on the successful Applicant(s).

Applicants should note that the Sanctioning Authority or DPS Clients or Owner's Management Company shall be under no obligation to purchase any minimum value of Services under the DPS Agreement or any Contract.

2.1.3 This RFATP supersedes and replaces any and all previous documentation, communications, and correspondence between the Sanctioning Authority and

Applicants, and Applicants should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Sanctioning Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Applicant in response to this RFATP.

The Applicant, as Data Controller in respect of any Personal Data provided by it in its Application, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Applicant have consented to the processing of such Personal Data by the Applicant, the Sanctioning Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Applicant in this Competition or that the Applicant otherwise has a legal basis for providing such Personal Data to the Sanctioning Authority for the purposes of its participation in this Competition.

2.2 Compliant Applications

2.2.1 If an Applicant fails to comply in any respect with the requirements of this paragraph 2.2.1, the Sanctioning Authority reserves the right to reject the Applicant’s Application as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written (electronic) clarification from the Applicant;
- seeking further information from the Applicant;
- waiving a requirement, which in the Sanctioning Authority’s view, is non-material or procedural.

Applicants are required:

- (a) To complete and submit with their application the electronic version of the European Single Procurement Document (“eSPD”) which is available to download separately from www.etenders.gov.ie. Alternatively, Applicants

may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that:

- i. the information contained in it continues to be correct; and
- ii. that they satisfy the Selection Criteria for this DPS as set out at part 3.2 below;

- (b) To submit all documentation which this RFATP requires to be submitted;
- (c) To follow the format of this RFATP and respond to each element in the order as set out in this RFATP;
- (d) To conform to and comply with all instructions and requirements set out in this RFATP;
- (e) To submit the Applicant's Statement (Appendix 2) required under paragraph 2.4, below;
- (f) Not to alter or edit this RFATP in any way; and
- (g) To complete and submit with their application, the individual Category specific DPS Applicant Response Document ("ARD"). The individual ARDs must be completed in line with the instructions provided in each Category specific ARD document. The Category Specific ARD documents are available to download from www.etenders.gov.ie.

2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6 below will render the Application non-compliant and it will be rejected.

2.3 DPS Agreement and Contract

- 2.3.1 Applicants should note the terms and conditions of the DPS Agreement and the Contract set out at Appendix 5 and Appendix 6 to this RFATP respectively.
- 2.3.2 Applicants are required to confirm their acceptance of the DPS Agreement and the Contract in the Applicant's Statement at Appendix 2. Applicants may not amend the DPS Agreement or the Contract.

2.4 Acceptance of RFATP Requirements

Each Applicant is required to accept the provisions of this RFATP. ALL APPLICANTS MUST RETURN, with their application, a scanned signed copy of the Applicant's Statement, as set out in Appendix 2, printed on the Applicant's letterhead. The Sanctioning Authority must

be able to read the scanned signature of the Applicant. If possible, please sign documents using blue ink. If the Sanctioning Authority cannot read the scanned signature, Applicants may be requested to resubmit. Applicants may not amend the Applicant's Statement.

2.5 Consortia and Prime / Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit an application in response to this RFATP the Sanctioning Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings and who will carry overall responsibility for the DPS Agreement and performance of any Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

The Applicant must provide details of all members of the group of undertakings and their role in the Application and clearly and comprehensively set out the name, title, telephone number, postal address, and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Applicant and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged, or responded to.

2.6 Application Submission Requirements

2.6.1 Applications must be submitted via the electronic post-box available on www.etenders.gov.ie (the "Electronic Platform"). Only Applications submitted to the electronic post-box will be accepted. Applications submitted by any other means (including but not limited to by email, fax, post, or hand delivery) will NOT be accepted.

Applicants must ensure that they give themselves sufficient time to upload and submit all required Application documentation before the initial Application Deadline (as defined in paragraph 2.6.2) has passed. Applicants should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box. In order to submit a document to the electronic post-box, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Applicants should be aware that the "Submit Response" button will be disabled automatically upon the expiration of the response deadline.

2.6.2 Application Deadline

Subject to paragraph 2.8.1 of this RFATP, Applications must be received not later than **Saturday 27th September 2025** (the "Application Deadline"). Please note

that this deadline is an administrative date to establish the DPS. Applicants are reminded that applications will continue to be accepted in line with Clause 1.6, once the DPS has been established.

2.6.3 Applications must be submitted in English.

2.6.4 Each Applicant may submit one Application for one or all Lots in its own capacity or one Application for one or all Lots as part of a consortium/group of undertakings under this RFATP for admittance to the DPS. Lots for this DPS are set out at 1.4 and at Appendix 1 of this RFATP.

2.6.5 All parts of the Applications must be submitted in soft copy to the Electronic Platform and must be compiled such that they can be read immediately using a PDF Reader. The Sanctioning Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corrupt.

2.7 Queries and Clarifications

2.7.1 All queries relating to any aspect of this Competition or of this RFATP must be directed to the messaging facility on the Electronic Platform www.etenders.gov.ie. Subject to paragraph 2.8.1 of this RFATP, queries must be submitted by no later than **Wednesday 17th September 2025**. For the avoidance of doubt, Applicants may not contact potential DPS Clients regarding any aspect of this Competition.

2.7.2 All responses to queries will be issued by the Sanctioning Authority via the messaging facility on the Electronic Platform www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Applicants should note that the Sanctioning Authority will not respond to individual Applicants privately.

2.7.3 The Sanctioning Authority reserves the right to issue or seek written clarifications via the Electronic Platform.

2.7.4 The Sanctioning Authority reserves the right, at any time before the Application Deadline, to update or amend the information contained in this document and/or to extend the Application Deadline. Participating Applicants will be informed of any such amendment or extension through the Electronic Platform.

2.7.5 Applicants should ensure that they register their interest in this Competition, by clicking on the “Accept” button on the Electronic Platform, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 Applications for Admittance to DPS and Applicant Costs

- 2.8.1 Notwithstanding the Application Deadline in paragraph 2.6.2 and the deadline for submission of clarification queries in paragraph 2.7.1, both unsuccessful Applicants that submit an Application but fail to fulfil the Compliance and Selection criteria in this RFATP, and economic operators that did not submit an Application in response to this RFATP by the Application Deadline may raise clarification queries relating to any aspect of this Competition or of this RFATP and apply / re-apply and submit an Application in response to this RFATP at any stage throughout the Term of the DPS, once established. The Sanctioning Authority shall evaluate any such Application(s) against the Compliance and Selection Criteria set out in this RFATP and shall duly notify the Applicant of the outcome of that Application in accordance with paragraph 3.4.1 of this RFATP.
- 2.8.2 All costs and expenses incurred by Applicants relating to their participation in this Competition shall be borne by and are a matter for discharge by the Applicants exclusively.

2.9 Confidentiality

- 2.9.1 All documentation, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by the Sanctioning Authority to Applicants during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFATP only;
 - (b) may not be used, communicated, reproduced, or published for any other purpose without the prior written permission of the Sanctioning Authority;
 - (c) shall be treated as confidential by the Applicant and by any third parties (including subcontractors) engaged or consulted by the Applicant; and
 - (d) must be returned immediately to the Sanctioning Authority upon cancellation or completion of this Competition if so, requested by the Sanctioning Authority.

2.10 Pricing

- 2.10.1 Applicants are reminded that they are **not** required to submit a Pricing Schedule in response to this RFATP. Successful Applicants appointed to the DPS will however be required to submit pricing in response to future Mini-Competitions conducted under the DPS.

- 2.10.2 All prices quoted in any subsequent Mini-Competitions must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 *Not Used*
- 2.10.4 Any currency variations occurring over the term of any Contract shall be borne by the Applicant.
- 2.10.5 Payments for Services provided pursuant to this RFATP shall be made subject to and in accordance with the Contract at Appendix 6 to this RFATP and the terms of any subsequent RFT.
- 2.10.6 *Not Used*

2.11 Environmental, Social and Labour Law

- 2.11.1 In the performance of any Contract awarded, the successful Applicant(s) and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the goods or related services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2 Applicants shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Sanctioning Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Sanctioning Authority of Agency Workers (within the meaning of the 2012 Act), Applicants should ensure that they consider their obligations under the 2012 Act when pricing their application. The Sanctioning Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012

Act to the provision of the Services.

2.12 Publicity

No publicity regarding this DPS or any DPS Admission, Agreement, Mini-Competition, or Contract pursuant to this DPS is permitted unless and until the Sanctioning Authority has given its prior written consent to the relevant communication.

2.13 Registrable Interest

Any Registrable Interest involving any Applicant or Subcontractor and the Sanctioning Authority, any DPS Client, members of the Government, members of the Oireachtas, or employees and officers of the Sanctioning Authority or the DPS Clients and their relatives must be fully disclosed in the Application or, in the event of this information only coming to the notice of the Applicant or Subcontractor after the submission of an Application, must be communicated to the Sanctioning Authority immediately upon such information becoming known to the Applicant/Subcontractor. The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Sanctioning Authority will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating this Applicant from this Competition or a Mini-Competition or terminating any DPS Agreement and / or Contract entered into by such Applicant.

2.14 Anti-Competitive Conduct

Applicants’ attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Applicants to collude on prices or terms in a public procurement competition.

2.15 Industry Terms Used in this RFATP

Where reference is made to a particular item, source, process, trademark, or type in this RFATP then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 Freedom of Information

2.16.1 Applicants should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed.

2.16.2 Applicants are asked to consider if any of the information supplied by them in their Application should not be disclosed because of its confidentiality or commercial sensitivity. If Applicants consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Applicants must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Applicants do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the Applicant. The Sanctioning Authority will, where possible, consult with Applicants about confidential or commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Act. The Sanctioning Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 Tax Clearance

It will be a condition of admission to the DPS and any Contract resulting from a Mini-Competition that the successful Applicant(s) shall, for the term of such Contract(s), comply with all EU and domestic tax laws. Applicants are referred to www.revenue.ie for further information. Prior to the award of any DPS Agreement or Contract arising out of a Mini-Competition, the successful Applicant shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Sanctioning Authority. By supplying these numbers, the successful Applicant acknowledges and agrees that the Sanctioning Authority has the permission of the successful Applicant to verify its tax cleared position online.

2.18 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of an Applicant, Subcontractor or individual employee(s) or agent(s) of the Applicant or Subcontractor(s) must be fully disclosed to the Sanctioning Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Sanctioning Authority may invite Applicants to propose means by which the conflict of interest might be removed. The Sanctioning Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating an Applicant from this Competition or any Mini-Competition or terminating any DPS Agreement or Contract entered into by an Applicant.

2.19 Withdrawal from participation in this DPS

Applicants are required to notify the Sanctioning Authority immediately, via the Electronic Platform, if at any stage they decide to withdraw from participation in this Competition.

2.20 Site Visit

Not Used

2.21 Insurance

2.21.1 The successful Applicant(s) shall be required to hold, for the term of any Contract awarded pursuant to a Mini-Competition, insurances of the type and to the level specified in each Mini-Competition. Applicants should note that they are not obliged to have insurances in place in order to enter into a DPS Agreement with the Sanctioning Authority/OMC. The types of and levels of insurance required are not likely to exceed the following insurances:

Type of Insurance		Indemnity Limit
Employer's Liability		€13,000,000
Public Liability		€6,500,000
Product Liability		€6,500,000

Professional Indemnity Insurance (PII)	Level of Indemnity for Each and Every Claim Cover	<u>Alternative</u> Level of Indemnity for Annual Aggregate Cover
Lot-1: 0-50 Units (Estimated Construction Cost: €0 - €1,250,000)	€300,000 - €641,000	€400,000 - €750,000
Lot-2: 51-100 Units (Estimated Construction Cost: €1,275,000 - €2,500,000)	€645,000 - €845,000	€755,000 - €1,000,000
Lot-3: 101-150 Units (Estimated Construction Cost: €2,525,000 - €3,750,000)	€850,000 - €1,050,000	€1,005,000 - €1,250,000
Lot-4: 151-200 Units (Estimated Construction Cost: €3,775,000 - €5,000,000)	€1,050,000 - €1,250,000	€1,255,000 - €1,500,000
Lot-5: 201-1,000 Units (Estimated Construction Cost: €5,025,000 - €25,000,000)	€1,255,000 - €4,500,000	€1,505,000 - €5,500,000

Professional Indemnity – Fire Safety Consultant

The Successful Applicant's Fire Safety Consultant must confirm that they have adequate cover in place to undertake fire engineering consultancy services and do not have any exclusions or endorsements on their policy for fire engineering consultancy services.

2.21.2 By signing the Applicant's Statement at Appendix 2, Applicants confirm, that if awarded a Contract arising from a Mini-Competition pursuant to the DPS Agreement, (i) they will, from the Effective Date of the Contract (as defined in the Contract), obtain and hold the types and levels of insurance as specified in the relevant RFT (ii) confirm that the territorial limits and jurisdiction of the insurance policies will include Ireland and (iii) confirm that they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Applicant's insurance company or broker to this effect will be requested from the successful DPS Member(s) prior to the award of (and shall be a condition of) any Contract.

2.21.3 The successful Applicant will, during the term of any Contract, be required to:

- (a) immediately advise the Sanctioning Authority and the DPS Client of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

Part 3: Selection Criteria

3.1 Compliant Applications

3.1 Only those Applicants who have: -

- (a) Submitted compliant Applications pursuant to part 2.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no grounds for exclusion of the Applicant pursuant to Regulation 57 of the Regulations (the “Exclusion Grounds”) apply to them, or
 - (ii) where any such Exclusion Grounds apply, and where the Applicant is not precluded from doing so under Regulation 57(17) of the Regulations, it can provide evidence to the effect that measures taken by the Applicant are sufficient to demonstrate its reliability despite the existence of any relevant Exclusion Ground, and
- (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”),

will be admitted to the DPS.

Applicants should note that where an Applicant (Prime Contractor) is relying on the capacity of other entities (Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must:

- (i) complete and submit a separate eESPD in respect of each such Subcontractor and
- (ii) submit proof, to the satisfaction of the Sanctioning Authority, that each such Subcontractor will place the necessary resources at the disposal of the Prime Contractor.

Where an Applicant (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section [2.D] of the eESPD for this Competition.

In order to ensure the proper conduct of the procedure, Applicants are required to submit **with their application** any or all of the following for the purposes of verification of the status of the Applicant (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;

- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) all or any of the supporting documents specified at paragraph 3.2 below.

If an Applicant does not provide evidence which is considered by the Sanctioning Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFATP and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall not be admitted to the DPS.

If an Applicant does not provide evidence which is considered by the Sanctioning Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFATP and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFATP.

Subcontractors nominated and relied upon by the DPS Member in their Application for admission to the DPS may not be changed throughout the Term of the DPS without the prior consent in writing of the Sanctioning Authority. The DPS Member must set out the rationale for the proposed change in Subcontractor. The responsibility will be on the DPS Member to demonstrate to the satisfaction of the Sanctioning Authority, including by way of submitting updated documentary evidence as set out in clause 3.2 of the DPS Agreement, that by changing Subcontractor the DPS Member continues to fulfil the Compliance and Selection requirements specified at part 3 of the RFATP.

Where an Applicant is not relying on the capacity of a Subcontractor to fulfil the Selection Criteria in paragraph 3.2 of this part 3 of the RFATP, but intends relying on Subcontractors to deliver a share of any Services Contract that it may be awarded, the Applicant must in so far as known, identify such Subcontractor(s) in their eESPD which accompanies their Application for admittance to the DPS. Only where such Subcontractors are unknown at the time of submission of their Application and will instead be known or determined at a later stage such as at Mini Competition stage, the DPS Member must instead identify such Subcontractors when they become known, for example, upon submission of a tender response at Mini Competition stage.

The Contractor and Subcontractors shall have the use of sufficient appropriate resources to satisfy the delivery of Services to meet the requirements of all DPS Clients for the duration of any Services Contract awarded under the DPS.

3.2 Selection Criteria for Admittance to DPS

Applicants will either PASS or FAIL each of the Selection Criteria in this part 3.2. An Applicant who fails any one of the following Selection Criteria will be eliminated from this Competition in respect of each Category for which the Selection Criteria are not met and shall not be admitted to the DPS for the relevant Category, subject to the Applicant's right to re-apply. As stated in Paragraph 1.6 of this RFATP:

- Applicants that fulfil the Compliance and Selection Criteria in this RFATP will be sent confirmation via the e-Tenders web platform of their identification for admission to the DPS and will be required to sign the DPS Agreement at Appendix 5 to this RFATP.
- Applicants that do not meet the Compliance and Selection Criteria in this RFATP will not be admitted to the DPS and will be notified accordingly via the e-Tenders web platform.
- Unsuccessful Applicants may re-apply for admission onto the DPS at any stage throughout the Term (as defined in paragraph 1.8) of the DPS, once the DPS has been established.

Applicants must declare by way of eESPD that they satisfy the Financial and Economic standing and Technical and Professional ability requirement(s) set out below.

In addition to the eESPD, Applicants must complete and submit the relevant sections of the DPS **Applicant Response Document ("ARD")**: the ARD is available to download from the Electronic Platform, in line with instructions provided in that document, and upload it to the Electronic Platform by the Application Deadline.

Applicants are reminded that they may (1) rely on the capacities of other entities in order to meet any of the Selection Criteria, and (2) re-apply for admittance onto the DPS at any stage throughout the Term of the DPS, once the DPS has been established.

Selection Criteria	Minimum Requirement	Evaluation
Minimum Turnover	Applicants must demonstrate that their turnover when averaged over the three most recent years of financial accounts, or where the date of establishment is more recent when averaged over the year(s) the entity has been established, equals or exceeds €100,000. To demonstrate this turnover requirement, Applicants must complete the Response Document and must submit with their application any of the following documentary evidence; financial accounts or where the Candidates' accounts are audited then audited financial accounts, accountant's letter/certificate, or auditor's letter/certificate.	Pass/Fail

Selection Criteria	Minimum Requirement	Evaluation
Insurance Levels	Applicants must provide their response on the Response Document regarding compliance to the Sanctioning Authority's insurance requirements described in item 2.21 of this RFATP and must submit with their application Insurance Certificate confirming cover.	
Educational, Technical and Professional; Health & Safety Qualifications; Organisational Resources	Applicants must demonstrate in a clear and comprehensive manner that they have the level of Educational, Technical, Professional and Health Safety Qualifications to provide the services to be procured under the DPS. To demonstrate this, Applicants must complete the DPS Response Document and attach the CV Template completed in full for the proposed consultant(s) to the DPS including proof of Professional Registration & compliance with the Building Control Act 2007 and any recent Health & Safety qualification/certification (<i>refer to the <u>Applicant Response Document (ARD)</u> for submission requirements</i>). It is important to note that personnel who can demonstrate adequate training, qualifications and professional registration but cannot demonstrate experience, or appropriate experience are <u>not</u> deemed to be adequate. Applicants/tenderers should always be required to demonstrate experience. To demonstrate organizational resources and capacity, Applicants must confirm that they have the required level of resourcing available for each Lot applied for (either directly employed or by way of an identified sub-consultant/sub-contractor) by way of declaration in the <u>Applicant Response Document (ARD)</u>.	Pass/Fail
Previous Project Experience	To demonstrate experience, Applicants must complete the Applicant Response Document (ARD). Applicants must provide details of at least three (3) reference contracts relating to their expertise and experience in the design, management and procurement associated with remedial fire safety projects or similar related projects delivered within the last four (4) years prior to the DPS application date. Each of the reference contracts must be of a similar nature and scope to the Services sought in respect of the Lots applied for as set out in this RFATP. The Sanctioning Authority reserves the right to request the Applicant for the contract referee's contact details including	

Selection Criteria	Minimum Requirement	Evaluation
	name, address, and telephone number of the referees. The Sanctioning Authority may contact the referees provided for verification purposes without any prior notice being given to the Applicant. If references are not satisfactory, the Sanctioning Authority reserves the right to reject the application or disqualify the Applicant.	
Health & Safety	Completion of Self-Declaration on Adequate Health & Safety Procedures.	

Applicants should refer to Appendix 1, Section 2 of this document to familiarise themselves with typical type of services likely to be required as well as the **DRAFT Applicant Pack** for *Interim Remediation Scheme for Fire Safety Defects in Eligible Apartments and Duplexes* included on the electronic platform.

In order to facilitate evaluation of responses, the information required above must be provided with or in the **Applicant Response Document (ARD)**.

3.3 Presentation of Proposals

Not Used

3.4 Notification and Admittance to the DPS

- 3.4.1 The Sanctioning Authority will notify Applicants of its decision in relation to the establishment of the DPS and/or of the outcome of their application to participate in the DPS.
- 3.4.2 Admittance to the DPS will be conditional upon the successful Applicant(s) (including the Prime Contractor and any Subcontractors) having submitted the following to the Sanctioning Authority along with their application:
- (i) a Declaration in the form attached at Appendix 4;
 - (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
 - (iii) all or any of the evidence and supporting documents specified at paragraphs 3.1 and 3.2 above.

3.5 DPS Agreement

- 3.5.1 The successful Applicant(s) must sign and return the DPS Agreement(s) to the Sanctioning Authority no later than seven (7) calendar days from the date of request by the Sanctioning Authority. A signed DPS Agreement returned by the successful Applicant(s) is not binding on the Sanctioning Authority until the Sanctioning Authority has signed the DPS Agreement in accordance with paragraph 2.1.2 above.

Appendix 1: Requirements and Specifications

SECTION 1—OVERVIEW OF DYNAMIC PURCHASING SYSTEM AND PROCESS FOR AWARD OF CONTRACTS AT MINI COMPETITION STAGE 2.

1.1 Background to the Dynamic Purchasing System

The Sanctioning Authority is seeking to establish a Dynamic Purchasing System (DPS) to support and facilitate the Procurement of Competent Professional Consultancy Services by Owners Management Company's (OMCs) in Ireland.

1.2 Aims and Objectives

The Dynamic Purchasing System (DPS) is designed to facilitate ease of access for Consultancy Services providers to public sector competitions, without the need to submit a full commercial proposal. Admission to the DPS will be made on the basis of the Applicant's capacity, as evidenced by a combination of turnover (financial and economic standing) and previous experience (technical and professional ability).

The DPS lends itself to the dynamic nature of the Consultancy Services industry, allowing Economic Operators to apply, or re-apply, for admission to the DPS at any stage during its Term.

1.3 Overview of how the Tender Process will operate

The HA invites providers of Competent Professional Consultancy Services who wish to participate in the DPS to respond to this RFATP. The HA will evaluate the Applications in response to this RFATP. Those successful Applicants included in the DPS will be invited to participate in Mini- Competitions coordinated and managed by the Sanctioning Authority and/or the DPS Clients over the lifetime of the DPS. Further details of how the DPS will operate is set out at paragraph 1.6 of Part 1 of the RFATP.

This Appendix 1 provides a general overview of potential requirements under the DPS. Full specifications and requirements for DPS Clients will be set out in future Mini-Competitions conducted under the DPS at Stage 2. Applicants are reminded that while they are required to submit a response to and fulfil the Compliance and Selection Criteria in Part 3 of the RFATP, Applicants are **not** required to submit a tender proposal or pricing schedule in response to the RFATP at this Stage 1 of the Competition, which will instead be required in response to future Mini-Competitions, (Stage 2) conducted under the DPS.

1.4 DPS Clients

Paragraph 1.7 of Part 1 of the RFATP lists the entities that are DPS Clients. The Sanctioning Authority reserves the right at any time during the Term of the DPS to increase or decrease the list of eligible DPS Clients subject to its obligations at law.

1.5 Overview of how the Mini-Competitions will operate

On each occasion that the Sanctioning Authority / DPS Client(s) / Owner's Management Company proposes to award a Contract by way of a Mini-Competition, it shall issue a Request for Tender ("RFT") in accordance with the procedure set out at clauses 5 and 6 of the DPS Agreement at Appendix 5. The RFT issued at Mini-Competition stage shall provide further particulars of the Services required by the DPS Clients and the methodology for evaluating bids.

Decisions in respect of which Lot is best suited to meet their requirements remains at the discretion of DPS Clients when undertaking mini-competitions.

The HA will establish and administer the DPS Agreement.

1.6 Contracts awarded under the DPS

A successful DPS Member that enters into a Contract is referred to as the "Contractor" in this Appendix 1.

SECTION 2 – REQUIREMENTS AND SPECIFICATIONS

Overview & Background

The Housing Agency is a government agency focused on working with and supporting local authorities, Approved Housing Bodies (AHBs) and the Department of Housing, Local Government and Heritage (DHLGH). The Housing Agency also works with other government departments and state agencies on various projects.

In January 2023, the Minister for Housing, Local Government and Heritage announced plans to draft legislation to support the remediation of apartments and duplexes with fire safety, structural safety and water ingress defects, constructed between 1991 and 2013.

The proposed legislation will provide a statutory basis for the establishment of an Apartment and Duplex Defects Remediation Scheme aimed at protecting the safety and welfare of those living in apartments or duplexes with such defects. The scope, eligibility criteria and conditions of the Remediation Scheme will ultimately depend on the legislation that is passed by the Houses of the Oireachtas and signed into law by the President.

The Interim Remediation Scheme

Given the overall potential scale and estimated cost associated with rectifying these issues, it is likely that it will take many years to remediate all affected buildings. Resources and works, therefore, will need to be prioritised. Acknowledging this and considering that interim measures might be necessary in certain instances to ensure an acceptable standard of fire safety in buildings before the comprehensive completion of remedial works, the Government launched an Interim Remediation Scheme on an administrative basis in December 2023 (*refer to the **DRAFT Applicant Pack for Interim Remediation Scheme for Fire Safety Defects in Eligible Apartments and Duplexes included on the electronic platform***).

Role of Owner Management Company's (OMCs)

As the legal owners and managers of the common areas in multi-unit developments (MUDs), OMCs are responsible for carrying out the necessary fire safety remediation works. Accordingly, only applications submitted by authorised OMC representatives will be considered under this scheme. Funding will not be allocated to individual homeowners.

OMCs are typically owned and controlled by the individual property owners within a development. In build-to-sell developments, membership of the OMC is automatically linked to property ownership, giving each owner one vote per unit.

OMCs may engage property management agents to assist with day-to-day duties. However, for the purposes of the Interim Remediation Scheme, the OMC itself is the legal contracting entity.

Experience with Procurement

Feedback from OMCs indicates that many have limited or no experience with procurement, particularly public procurement. To address this, the Dynamic Purchasing System (DPS) is being designed to ensure ease of use by non-technical users through the e-Tenders platform.

Under this model, an OMC will only need to carry out one public procurement process – to appoint a Competent Professional (CP). Once engaged, the CP will then manage the remainder of the procurement process, including the appointment of a Competent Builder (CB).

As OMCs legally own and manage common areas, they will be responsible for carrying out the necessary remediation works.

Contractual Relationships

- The Housing Agency and OMC: via a Grant Agreement;
- OMC and Competent Professional (CP): via this DPS based appointment and awarding a services contract under the ***COE1 Standard Conditions of Engagement for Consultancy Services (Technical)*** in line with the Capital Works Management Framework (CWMF);
- OMC and Competent Builder (CB): via either of the ***Public Works Contract for Building Works designed by the Employer (PW-CF1)***, ***Minor Works Contract (PW-CF5)*** or ***Public Works Short Form of Contract (PW-CF6)*** in line with the Capital Works Management Framework (CWMF).

Eligible Works under the Interim Remediation Scheme

In general, the purpose of these interim measures will be to provide an acceptable level of fire safety in the building, pending completion of the full remedial works. Interim measures, which would constitute eligible works, may include the following non-exhaustive items:

- An enhanced fire detection and alarm system, either by expanding existing central systems, and/or providing self-contained battery-operated smoke or heat alarms.
- Provision of fire wardens, in extreme cases.
- Management of fire safety, for example:
 - Ensure escape routes are safe, clear, readily available for use and provided with adequate emergency lighting.
 - Ensure that emergency fire procedures for the building are in place and engage with residents to ensure that they are fully aware of fire safety measures and evacuation procedures.
 - Notices to explain the fire safety measures and evacuation procedures (in different languages as appropriate)
 - The frequency of drills/inspections to test fire safety measures and evacuation procedures and recording same in a fire safety register
- Undertake regular checks to ensure that:
 - Doors close properly to prevent spread of fire and smoke.

- Escape routes are clear and free from trip hazards.
- There is no storage of articles in escape routes.
- To prevent storage of combustible materials (such as refuse) in the vicinity of the building, at ground level or on balconies – for example, by using barriers, and/or by issuing instructions to occupants, and engaging with owners/occupiers of any commercial units within the building to minimize the risks between different building occupants.
- Engagement with owners/occupiers of any commercial units within the building to minimize the risks of divergence in approaches to fire safety between different building occupants.
- Check that all entrance doors to individual apartments, and doors that open onto escape corridors and stairways, are fire resisting and effectively self-closing against any latch resistance.
- Obtain, and where necessary update, current certification for existing fire safety systems.
- Ensure that gas and electrical installations are checked by a Competent Professional (CP) for compliance with current standards.
- Closure of part(s) of the premises identified in the risk assessment as presenting a serious hazard.
- Install temporary fire resisting construction.
- Provide fixed extinguishing equipment.
- Checking that all facilities provided for the fire service, including fire-fighting lifts and dry or wet rising mains are in proper working order and certified.
- Other relevant, specific proposals.

Scope of Consultancy Service for all Lots

Competent Professional (CP)

The CP serves as the Principal Service Provider, responsible for the contract and project management of fire safety remediation works in compliance with the Code of Practice (COP) for the Remediation of Fire Safety Defects prepared/issued by the Department of Housing, Local Government and Heritage (DHLGH). They will prepare the required documentation, liaise with Local Authority Fire Services (LAFS) during Phase 3, and oversee all technical aspects in the later phases of the Interim Remediation Scheme.

The CP/Principal Service Provider will act as the Employer's Representative under the COE-1 and the relevant Public Works Contract (PW-CF1, PW-CF5 or PW-CF-6). The CP/Principal Service Provider and the Quantity Surveyor should have demonstrable experience in administering Public Works Contracts, undertaking procurement under these contracts, and managing related processes.

Responsibilities of the CP

- Conduct Fire Safety Assessments (FSA) and Fire Safety Risk Assessments (FSRA)
- Prepare interim and full remediation works plans, specifications, and drawings
- Liaise with Local Authority Fire Services (LAFS) during Phase 3

- Manage the tender process for selecting a Competent Builder (CB) through public procurement
- Oversee all technical and compliance aspects throughout the remaining phases of the scheme
- Coordinate inspections, quality assurance, and certification of works

Core Team Required for Delivery of Services

Each Competent Professional (CP) must have access to, either in-house or through domestic sub-consultants, the following core key disciplines:

- Fire Safety Consultant (FSC) – responsible for fire safety assessments, risk analysis, and development of remedial strategies in accordance with relevant fire safety legislation and guidance.
- Architectural Services – including responsibilities related to design coordination, planning applications (if required), and Building Control (Amendment) Regulations (BCAR) compliance (if required).
- Quantity Surveyor (QS) – for the preparation of cost estimates, tender documentation, cost management, and financial reporting.
- Building Services Engineer (Mechanical and Electrical) – to assess and design fire-related M&E systems such as emergency lighting, alarms, smoke ventilation, and suppression systems.
- Project Supervisor Design Process (PSDP) – to fulfil the duties under the Safety, Health and Welfare at Work (Construction) Regulations 2013, including the coordination of health and safety in the design stage.

In some instances, there may be a requirement for Structural Engineer to provide input on any structural interventions required as part of the fire safety remediation works and ensure structural integrity is maintained or enhanced as necessary.

Summary Points

- The DPS provides a structured and simplified route for OMCs to access competent fire safety professionals.
- OMCs will only need to tender once to appoint a CP, who will then manage the CB procurement on their behalf.
- The CP plays a central role, managing the technical delivery and ensuring all works comply with the COP and public procurement regulations.

Professional Grade Levels for all Categories

It is recognised that there is a broad range of consulting experience within the marketplace with

varying terms used to describe the experience/grades/levels that exist.

In order to bring a standardised grading structure to this DPS and to aid DPS Clients in the development of requirements and specifications, certain Grade/ Level descriptions have been developed, the details of which are set out in the following tables.

It should be noted that DPS clients will determine their own specific organisational resource requirements for each contract at mini-competition stage, ***however Applicants are required to demonstrate and confirm that a minimum of one (1) of each of the Professional Grade – Level 5 & Level 4 consultant resources will be available for each of the Lots applied for.***

Professional Grade Levels for all Lots			
Professional Grade	Minimum Resource Requirement	Consulting Profile	Indicative characteristics
Level 6	TBA	Managing Director/ Partner/ Subject Matter Expert	Extensive achievement in their specialist field, and possessing a recognised record of consistently and extensively delivering valued services to clients in wide-ranging, complex and business-critical contexts. Highly-attuned to client needs and client contexts, consistently applying strategic insight and leadership qualities to both client contexts and consultancy teams. In depth knowledge of the public sector, of current policy, political issues affecting it and/or international perspective on industry or sector trends and challenges. Likely to have more than 15 years' experience as a professional consultant.
Level 5	1	Director/ Principal/ Senior Manager	Recognised expert in specialist field(s) with a proven and extensive track-record of valued and high-quality consultancy delivery. Highly experienced manager of a project and client portfolios, and in-depth familiarity and appreciation of the public sector, current policy and political issues. Fully engaged in all aspects of project planning, bidding, budgeting, project management, risk management, project delivery and quality assurance, and in leading and managing teams and developing the experience and capability of others. Likely to have more than 10 years' experience as a professional consultant

Level 4	1	Manager	Extensive experience in the planning and management of engagements and projects with responsibilities that include quality assurance and client satisfaction. Substantial proven experience in specialist fields of capability, and proven understanding of the needs of clients and how to ensure service value is delivered. Highly- proficient in project and client relationship management. Likely to have more than 7 years' experience as a professional consultant.
Level 3	TBA	Senior Consultant	Professional consultant with extensive experience and with areas of specialist capability and expertise. Well-practised in client-facing roles, and significant involvement in the management of projects and teams. Likely to have more than 3 years' experience as a professional consultant.
Level 2	TBA	Consultant	Professional consultant with areas of specialist capability and expertise. Well-practised in client-facing roles, and significant involvement in projects and working in larger teams. Likely to have 1- 3 years' experience as a professional consultant.
Level 1	TBA	Junior Consultant/ Analyst	Professional and capable junior professional, with demonstrable experience in procurement projects, undertaking specific tasks and with specific responsibilities, including in project proposals and project delivery. Likely to have 0-1 years' experience as a professional consultant.

AWARD CRITERIA FOR FUTURE MINI COMPETITIONS

DPS Clients shall specify their own requirements, award criteria (including sub-criteria) and Grade structure in any future Mini-Competitions conducted under the DPS. The following are examples of requirements and award criteria/sub-criteria that may be applied by DPS Clients (and which DPS Members may be required to demonstrate that they fulfil) in future Mini-Competitions, and are included in this Appendix 1 to provide Applicants with an overview of potential requirements and criteria in future Mini-Competitions.

Mini Competition Tenders will be evaluated on the basis of a Qualitative/Cost assessment to determine the Most Economically Advantageous Tender ("MEAT").

MEAT, or Most Economically Advantageous Tender, is a procurement strategy employed by organisations to determine the best value for money when awarding contracts. Unlike traditional tendering processes that primarily focus on the lowest cost, MEAT considers a broader set of criteria to evaluate bids. The objective is to select a tender that not only meets budgetary constraints but also provides the greatest overall benefit.

By focusing on the most economically advantageous solution rather than simply the cheapest, MEAT helps organisations make more informed and strategic decisions in their procurement activities. The typical ratio for Quality/Price for consultants in the context of construction projects is 70% for Quality and 30% for Price. A recommended assessment matrix is set out in the table below:

The Award Criteria for these mini competitions shall include all, or some, of the following criteria:

Criteria	Weighting	CP-1	CP-2	CP-3
Expertise	20%			
Experience	25%			
Proposed Project Approach	25%			
Cost	30%			
TOTAL	100%			

Appendix 2: Applicant's Statement

TO: The Housing Agency (the "Sanctioning Authority").

RE: Request to Participate in the DPS to provide Competent Professional Consultancy Services to Owner's Management Company's (OMC's) in Ireland

Having examined the Request for Application to Participate in the DPS (the "RFATP") including the Instructions to Applicants, the Selection Criteria, the Requirements and Specifications, and the terms and conditions of the DPS Agreement and the Contract we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in the Requirements and Specifications at Appendix 1 to the RFATP.
2. We accept all of the Terms and Conditions of the RFATP, and the DPS Agreement, Contract and Confidentiality Agreement appended to the RFATP, and agree if awarded any contract pursuant to the DPS Agreement to execute the Contract and Confidentiality Agreement appended to the RFATP.
3. We confirm that we have complied with all requirements as set out at Part 2 of the RFATP.
4. We accept all the Selection Criteria as set out in Part 3 of the RFATP.
5. We agree to provide the Services in accordance with the RFATP, our Application, the RFT and our response to the RFT if awarded any Contract pursuant to the DPS Agreement.
6. We agree that, if admitted to the DPS, we will be bound by the DPS Agreement at Appendix 5 and that, if awarded any Contract pursuant to a Mini-Competition, we shall comply with the terms and conditions of the Contract at Appendix 6.
7. We shall, if awarded any Contract pursuant to the DPS, have in place on the Effective Date of the Contract all insurances (if any) as required by paragraph 2.21.1 of the RFATP or as required by the RFT issued at Mini-Competition stage.
8. We agree that, if awarded any Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
9. We confirm that all Data Subjects whose Personal Data is provided in our Application have consented to the processing of such Personal Data by us, the Sanctioning Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for

the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Sanctioning Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Sanctioning Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

Signed: (Authorised Signatory)	
Print Name in Block Capitals:	Click here and insert name
Position:	Click here and insert details
Company:	Click here and insert details
Registered Office Address:	Click here and insert address
	Click here and insert address
Date:	Click here and insert date

Appendix 3: Electronic European Single Procurement Document (eESPD)

The Electronic European Single Procurement Document is available to download separately from www.etenders.gov.ie and must (in accordance with paragraph 3.1 of the RFATP) be submitted with the Applicant's Response Document (ARD) in response to this RFATP.

Appendix 4: Declaration as to Personal Circumstances of Applicant

Re: Request to Participate in a Dynamic Purchasing System for the Provision of Competent Professional Consultancy Services to Owners Management Company (OMC) (as facilitated by the Housing Agency).

NAME: *[Click here and insert name]*

ADDRESS: *[Click here and insert name]*

I, *[click here and insert name of Declarant]* having been duly authorised by *[click here and insert name of entity]*, sincerely declare that *[click here and insert name of entity]* itself or any person who has is a member of the administrative, management or supervisory body of *[click here and insert name of entity]* or has powers of representation, decision or control in *[click here and insert name of entity]* :

- (a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
- (b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Sanctioning Authority or *[click here and insert name of entity]*.
- (c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
- (d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
- (e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
- (f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

- (g) Is not in breach of its obligations relating to the payment of taxes or social security contributions.
- (h) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the Services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (SI 284 of 2016).
- (i) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- (j) Is not guilty of grave professional misconduct.
- (k) Has not entered into agreements with other economic operators aimed at distorting the DPS.
- (l) Is not aware of any conflict of interest due to its participation in the DPS;
- (m) Has not had any prior involvement in the preparation of the DPS;
- (n) Is not guilty of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
- (o) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this DPS and did not withhold such information and did not fail to submit supporting documents in respect of this DPS as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (SI 284 of 2016).
- (p) Has not undertaken to unduly influence the decision-making process of the Sanctioning Authority and/or the Owners Management Company in respect of the DPS, or obtain confidential information that may confer upon it undue advantages in respect of the DPS; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future Applications to participate in this DPS, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Sanctioning Authority and/or the Owners Management Company.

_____	_____
Signature of Declarant	Name of Declarant in print or block capitals
Declared before me by _____ who is personally known to me	
(or who is identified to me by _____ who is personally known to me)	
at _____ this _____ day of _____ 20__	
_____ (signed)	
Practising Solicitor/Commissioner for Oaths	

Appendix 5: Dynamic Purchasing System Agreement

Dynamic Purchasing System Agreement for the provision of Competent Professional Consultancy Services to the Owner's Management Company (OMC) as facilitated by the Sanctioning Authority

THIS DYNAMIC PURCHASING AGREEMENT IS MADE ON THE ____ DAY OF _____ 20__

(“the DPS Agreement”)

BETWEEN:

The Housing Agency whose offices are located at 53 Mount Street Upper, Dublin 2, D02 KT73 (“the Sanctioning Authority”) for and on behalf of the Owners Management Company; and

[Insert name of DPS Member] whose principal place of business is at _____ (“the DPS Member”)

(each a “Party” and together the “Parties”)

WHEREAS:

1. By Request to Participate in Dynamic Purchasing System (“DPS”) advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number _____ of _____ and entitled “*Request for Applications to Participate in a Dynamic Purchasing System for the provision of Competent Professional Consultancy Services to the Owners Management Company (OMC)*” (“the RFATP”) the Sanctioning Authority invited Applicants to participate in a DPS agreement for the provision of the Services described in Appendix 1 of the RFATP (the “Services”). References to the RFATP shall include any clarifications in relation to the RFATP issued by the Sanctioning Authority via the messaging facility on www.etenders.gov.ie (the “Electronic Platform”) between **[insert date]** and **[insert date]** (the “RFATP Clarifications”). The RFATP (including the RFATP Clarifications) is hereby incorporated by reference into this DPS Agreement.
2. The DPS Member submitted a response to the RFATP dated **[insert date of Application]** (“the Application”). References to the Application shall include any clarifications issued in writing via the Electronic Platform by the DPS Member to the Sanctioning Authority between **[insert date]** and **[insert date]** (the “Application Clarifications”). The Application (including the Application Clarifications) is hereby incorporated by reference into this DPS Agreement.
3. The DPS Member was appointed to the DPS as a result of the evaluation of its application in accordance with the RFATP.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

“Commencement Date” means _____;

“Contract” means a contract which is awarded in accordance with this DPS Agreement;

“DPS Client” means any party identified in Part 1, paragraph 1.7 of the RFATP who may award Contracts pursuant to this DPS Agreement;

“DPS Term” means the period set out in Clause 2.5 of this DPS Agreement;

“Establishment Date of the DPS” means the date as defined at paragraph 1.6 of the RFATP;

“Month” means a calendar month;

“Prime Contractor” has the meaning set out in Part 1, paragraph 2.5 of the RFATP;

“Subcontractor” has the meaning set out in Part 1, paragraph 2.5 of the RFATP;

Unless otherwise specified herein, a defined term used in this DPS Agreement shall have the same meaning as assigned to it in the RFATP.

- 1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this DPS Agreement, the relevant provision of the Contract shall prevail.
- 1.2 Headings are included for ease of reference only and shall not affect the construction of this DPS Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

2. APPOINTMENT OF DPS MEMBER, SCOPE AND TERM OF THE DPS AGREEMENT

- 2.1 In consideration of payment by the Sanctioning Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the DPS Member, the DPS Member

accepts its appointment under the provisions of this DPS Agreement and agrees to comply with the terms of this DPS Agreement.

- 2.2 This DPS Agreement does not entitle the DPS Member to be consulted in respect of, or awarded any Contract during the DPS Term. The DPS Client(s) may at its or their sole discretion choose not to enter into any Contract pursuant to this DPS Agreement.
- 2.3 The Sanctioning Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this DPS Agreement and the Parties acknowledge that the DPS Client(s) are not bound to enter into any Contract or other arrangement with the DPS Member as a result of entering into this DPS Agreement. Without prejudice to the foregoing the DPS Member hereby acknowledges that the Sanctioning Authority intends (but shall be under no obligation) to promote the DPS Agreement and to encourage use of the DPS Agreement by the DPS Client(s) and the DPS Member may be required to provide reasonable assistance in this respect.
- 2.4 This DPS Agreement does not confer exclusivity on any DPS Member. The DPS Clients may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this DPS Agreement. In this event, the DPS Client(s) shall observe all obligations at law and shall not afford any advantage to the DPS Member.
- 2.5 This DPS Agreement shall take effect on the Commencement Date and shall expire on the fifth anniversary of the Establishment Date of the DPS as defined at clause 1.6 of the RFATP, unless terminated earlier in accordance with this DPS Agreement.
- 2.6 “Not Used”
- 2.7 The DPS Member agrees that any information relating to this DPS Agreement and/or the performance of this DPS Agreement may be passed by the DPS Clients to the Sanctioning Authority and that the Sanctioning Authority may use this information in relation to the provision of the Services and in the analysis and reporting of spend data including the preparation and publishing of reports.

3. DPS AGREEMENT MANAGEMENT

- 3.1 The DPS Member hereby agrees and undertakes to comply with the DPS Agreement management provisions as set out in Annex 1 to this DPS Agreement or as may be notified in writing via the Electronic Platform by the Sanctioning Authority to the DPS Member from time to time.

- 3.2 The DPS Member shall provide up-to-date documentary evidence that each entity concerned fulfils the compliance and selection requirements as set out in Part 3 of the RFATP no later than five (5) calendar days following receipt of a request from the Sanctioning Authority.
- 3.3 Subcontractors nominated and relied upon by the DPS Member in their Application for admission to the DPS may not be changed throughout the Term of this DPS Agreement without the prior consent in writing of the Sanctioning Authority. The DPS Member must set out the rationale for the proposed change in Subcontractor. The responsibility will be on the DPS Member to demonstrate to the satisfaction of the Sanctioning Authority, including by way of submitting updated documentary evidence as set out in clause 3.2 of this DPS Agreement, that by changing Subcontractor the DPS Member continues to fulfil the compliance and selection requirements specified at part 3 of the RFATP.

4. CONTRACT

- 4.1 This DPS Agreement relates to the provision of the Services.
- 4.2 Where the DPS Member is awarded a Contract further to the procedure set out in accordance with clauses 5 and 6 below, it shall provide the Services to the DPS Client(s) in accordance with the Contract. Subject to the provisions of this DPS Agreement and to the satisfaction of any pre-conditions to the award of a Contract, the successful DPS Member shall be required to enter into the Contract with the DPS Client. In so far as any Contract(s) awarded under this DPS Agreement is in place and for the duration of such Contract(s), the provisions of this DPS Agreement shall continue in force in relation to such Contract(s) after the expiry, completion or termination of this DPS Agreement.

5. PROCEDURE FOR AWARD OF CONTRACTS

- 5.1 On each occasion that a DPS Client or group of DPS Clients propose(s) to award a Contract under this DPS Agreement, the Sanctioning Authority / DPS Client shall issue by electronic means a Request for Tenders ("RFT") to all DPS Members in accordance with the following procedure (a "Mini-Competition").
- 5.1.1 The RFT shall set out:
- the scope and term of the Contract to be awarded;
 - the specific DPS Client participating in each Mini-Competition;
 - the relevant Award Criteria;

- the deadline (date and time) for the receipt of responses to the RFT (each a “Response”) taking into account the complexity of the Contract and the time needed to prepare an appropriate Response. Responses received after the deadline will not be considered;
- the types and levels of insurance required for the Contract;
- the type of service(s) required by the DPS Client(s);
- the Pricing Matrix that will apply to the relevant Mini-Competition
- any additional conditions (if any) that will apply to the Contract to be awarded in addition to the terms and conditions of the Contract at Appendix 6 of the RFATP.

5.1.2 All Responses to the RFT must be submitted via the Electronic Platform only. Responses received in any other manner including e-mail or hardcopy will not be considered.

5.1.3 Any clarifications issued by the Sanctioning Authority or the DPS Client, as applicable, in relation to a RFT will be communicated via the Electronic Platform only.

5.1.4 The Sanctioning Authority/DPS Client may award a Contract following an evaluation of the Responses based on the award criteria set out in Clause 6.1 below

5.1.5 The Sanctioning Authority/DPS Client reserve the right to issue or seek written clarifications via the Electronic Platform.

6. MANDATORY REQUIREMENT AND AWARD CRITERIA

6.1 Award Criteria for Mini-Competitions

Mini Competition Tenders will be evaluated on the basis of a Qualitative/Cost assessment to determine the Most Economically Advantageous Tender (“MEAT”).

The Award Criteria shall include all, or some, of the following criteria:

Criteria	Weighting	CP-1	CP-2	CP-3
Expertise	20%			
Experience	25%			
Proposed Project Approach	25%			
Cost	30%			
TOTAL	100%			

- 6.2 The DPS Client will require the DPS Member to whom it has decided to award a Contract to supply up-to-date evidence as set out in Section 3.1 and Section 3.2 of the RFATP. Where the DPS Member cannot provide up-to-date evidence as required in clause 3.2 of this DPS Agreement to demonstrate that each entity concerned meets the compliance and selection requirements specified at paragraphs 3.1 and 3.2 of the RFATP, then the DPS Client may proceed to offer the Contract to the next highest-ranked DPS Member for that Mini Competition.
- 6.3 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Contract has been executed by or on behalf of the DPS Client.
- 6.4 The Sanctioning Authority/DPS Client(s) may cancel a Mini-Competition at any time prior to a Contract being executed by the DPS Client. Any notification of preferred bidder status by the Sanctioning Authority/DPS Client shall not give rise to any enforceable rights by the DPS Member.

7. APPLICABLE LAW AND JURISDICTION

- 7.1 This DPS Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

8. COMPLIANCE WITH LAWS

- 8.1 The DPS Member shall comply with all applicable laws relating to the discharge of its obligations under this DPS Agreement and any and all Contract(s).

9 TAX CLEARANCE

- 9.1 The DPS Member shall comply with all EU and domestic taxation laws and requirements.
- 9.2 Prior to the award of any Contract, the DPS Member shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Sanctioning Authority or any DPS Client. By supplying these numbers the DPS Member acknowledges and agrees that the Sanctioning Authority has the permission of the successful Applicant to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to Subcontractors.

10. ANTI COMPETITIVE CONDUCT

- 10.1 Without prejudice to the generality of clause 8.1, the DPS Member shall comply with the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Applicants to collude on prices or terms in a public procurement competition.

11. CONFLICTS OF INTEREST

- 11.1 Any actual or potential conflict of interest on the part of a DPS Member (including for the purposes of this clause 11 any employee(s), suppliers agents or Subcontractor) (a “Conflict”) must be fully disclosed to the Sanctioning Authority and any relevant DPS Client(s) immediately in writing via the Electronic Platform as soon as the Conflict becomes apparent to the DPS Member. In the event of any Conflict, the Sanctioning Authority and / or the DPS Client(s) may invite the DPS Member to propose means by which the Conflict might be removed. The Sanctioning Authority and / or the DPS Client(s) will, in their absolute discretion, decide on the appropriate course of action.

12. REGISTERABLE INTEREST

- 12.1 Any registerable interest involving a DPS Member and the Sanctioning Authority, any DPS Client, member of the Government, member of the Oireachtas (Parliament), or employees of the Sanctioning Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a DPS Member after the submission of a Response, it must be communicated to the Sanctioning Authority and / or DPS Client(s) immediately upon such information becoming known. The terms ‘registerable interest’ and ‘relative’ shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

13. CONFIDENTIALITY

- 13.1 All communications between the Sanctioning Authority or any DPS Client(s) and the DPS Member must be treated as being strictly confidential. The DPS Member undertakes to comply with all reasonable directions of the Sanctioning Authority and any DPS Client with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the DPS Member pursuant to clause 13.2 below. All of the DPS Member's employees and personnel, including Subcontractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of the Sanctioning Authority and/or the DPS Client(s), to sign a confidentiality agreement in a format as determined by the Sanctioning Authority and/or the DPS Client(s).
- 13.2 The DPS Member shall execute a Confidentiality Agreement in the form set out at Appendix 7 to the RFATP.
- 13.3 No publicity regarding this DPS Agreement or any Mini-Competition or Contract pursuant to this DPS Agreement is permitted unless and until the Sanctioning Authority and any relevant DPS Client(s) has given their prior written consent to the relevant communication.

14 NOTICES

- 14.1 Any notice or other written communication to be given under this DPS Agreement shall be delivered through the Electronic Platform, via e-mail or in exceptional circumstances by post. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.
- 14.2 All notices shall be deemed to have been served as follows:
- a. if personally delivered, at the time of delivery;
 - b. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 - c. if communicated by email, on the next calendar day following transmission .

15. GIFTS

- 15.1 The DPS Member shall not offer, give or agree to give to any person holding an office in the Sanctioning Authority or any DPS Client, any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Sanctioning Authority and the DPS Client(s) may terminate this DPS Agreement and any existing Contract(s) respectively

and recover from the DPS Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF DPS AGREEMENT

- 16.1 All costs and expenses incurred by the DPS Member relating to its participation in this DPS Agreement and in any Mini Competition shall be borne solely by the DPS Member. Neither the Sanctioning Authority nor any DPS Client shall have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the DPS Member in this regard.

17 TERMINATION

- 17.1 This DPS Agreement may be terminated by the Sanctioning Authority, without liability for compensation or damages, by serving one (1) month written notice to the DPS Member through the Electronic Platform.
- 17.2 The Sanctioning Authority shall have the right (in addition to any other rights which it has at law) to terminate this DPS Agreement immediately and without liability for compensation or damages on the happening of any of the following events:
- 17.2.1 if the DPS Member commits any serious breach or a series of breaches of any provision of this DPS Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Sanctioning Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing via the Electronic Platform from the Sanctioning Authority. Without prejudice to the generality of the foregoing, a failure to comply with the DPS Agreement management provisions as set out in Annex 1 to this DPS Agreement shall be deemed to be a serious breach of this DPS Agreement;
- 17.2.2 if the DPS Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this DPS Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Sanctioning Authority and the DPS Client(s), within 30 days after a receipt of a request in writing via the Electronic Platform from the Sanctioning Authority or any DPS Client.
- 17.2.3 if the DPS Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
- 17.2.4 in circumstances where the Sanctioning Authority becomes aware that any

of the exclusion grounds listed in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (SI 284 of 2016) apply to the DPS Member;

- 17.2.5 In circumstances where the DPS Member fails to provide up-to-date evidence when requested to do so by the Sanctioning Authority in accordance with clause 3.2 of this DPS Agreement to demonstrate to the satisfaction of the Sanctioning Authority that they meet the compliance and selection requirements specified at Part 3 of the RFATP;
 - 17.2.6 In circumstances where the DPS Member changes the Subcontractor(s) nominated and relied upon by the DPS Member in their Application for admission to the DPS but fails to demonstrate to the satisfaction of the Sanctioning Authority, including by way of submitting updated documentary evidence as required in clause 3.2 of this DPS Agreement, that by changing Subcontractor the DPS Member continues to fulfil the compliance and selection requirements specified at Part 3 of the RFATP;
 - 17.2.7 in circumstances where the Sanctioning Authority becomes aware of any conflict of interest on the part of the DPS Member which cannot, in the opinion of the Sanctioning Authority, be removed by other means; and
 - 17.2.8 in circumstances where the Sanctioning Authority becomes aware of any registrable interest on the part of the DPS Member.
- 17.3 Subject to clause 17.2.2, the termination of a Contract awarded under this DPS Agreement does not affect the validity of this DPS Agreement.
- 17.4 Termination of this DPS Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this DPS Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

18. FREEDOM OF INFORMATION

- 18.1 The DPS Member acknowledges that the Sanctioning Authority and or the DPS client is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to the Sanctioning Authority or the DPS client by the DPS Member may be released pursuant to the Sanctioning Authority's or the DPS client's statutory obligations. If the DPS Member considers that any of the information supplied by it to the Sanctioning Authority or the DPS client under this DPS Agreement or any

Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Sanctioning Authority or the DPS client will consult the DPS Member about this sensitive information before making a decision on any Freedom of Information request received. The Sanctioning Authority and or the DPS client accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

19. DISPUTE RESOLUTION

- 19.1 In the event of any dispute arising out of or relating to membership of this DPS Agreement (the “Dispute”), the Parties shall first seek settlement of the Dispute as set out below.
- 19.2 The Dispute shall be referred as soon as practicable to [insert DPS Member senior contact] within the DPS Member and to the Professional Services Category Manager within the Sanctioning Authority respectively.
- 19.3 If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing via the Electronic Platform by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- 19.4 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Mediator’s institute of Ireland to appoint a mediator.
- 19.5 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- 19.6 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

19.7 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The DPS Member shall comply fully with the requirements of the Agreement at all times.

19.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within 30 days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

IN WITNESS WHEREOF this DPS Agreement has been executed by the Parties hereto as of the date first above written.

SIGNED by _____, being an Officer so authorised by the SANCTIONING AUTHORITY/DPS CLIENT in the presence of: _____ Witness	SIGNED by _____, being an Officer so authorised by the DPS MEMBER in the presence of: _____ Witness
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ANNEX I - MANAGEMENT PROVISIONS

1. Key Account Manager

The DPS Member shall nominate a dedicated Key Account Manager (the “Key Account Manager”) to oversee the effective and efficient operation of the DPS and any Contracts awarded thereunder.

The Key Account Manager shall be responsible for, *inter alia*;

- the day-to-day management of the DPS and any Contracts awarded thereunder;
- preparing financial statements and any other reports as required under the DPS and any Contracts awarded thereunder;
- monitoring and reporting to the Sanctioning Authority and DPS Clients on the DPS and any Contracts awarded thereunder;
- liaising with the Sanctioning Authority and DPS Clients to ensure the efficient and effective operation of the DPS; and
- fully engaging in resolving any disputes.

The DPS Member’s Key Account Manager and the Sanctioning Authority shall meet every three to six months or at any other time as deemed necessary by the Sanctioning Authority, in its sole discretion from time to time (“Contract Review Meetings”). The Key Account Manager shall attend Contract Review Meetings as required by the Sanctioning Authority. Other attendees may be invited by the Sanctioning Authority to attend at Contract Review Meetings depending on the subject matter being proposed for discussion. Specifically, but not exclusively, Contract Review Meetings will seek to;

- Review performance by the DPS Member;
- Identify operational measures required of the DPS Member or Sanctioning Authority to improve the actual performance by the DPS Member;
- Review any results, reports or findings of any audits undertaken and confirm that the service delivery complies with the DPS;
- Modify and/or adjust any corrective action previously introduced, as appropriate;
- Identify and discuss relevant issues between the parties to the DPS.

The nominated Key Account Manager must be acceptable to the Sanctioning Authority in its sole discretion having regard to his/her ability to oversee and comply, *inter alia*, with the Management Provisions of this Annex I. No change shall be made to the identity of the Key Account Manager without the prior written consent of the Sanctioning Authority. In the event that the Sanctioning Authority, in its sole discretion, is dissatisfied with the performance of Key Account Manager, it may require that a replacement, with appropriate experience, be appointed by the DPS Member within a timeframe to be specified by the Sanctioning Authority.

In the event that any DPS Member is successful in respect of more than one DPS Mini-Competition and the nominated Key Account Manager does not have the capacity to manage more than one DPS Group of Clients, an additional Key Account Manager may be required by the Sanctioning Authority and any additional Key Account Manager proposed by the DPS Member will be subject to the relevant requirements of Appendix 1 of the RFATP and the provisions of this Annex 1.

2. Provision of Management Information

The DPS Member shall provide management information to the Sanctioning Authority and DPS Clients, as may be requested by them, from time to time.

Appendix 6 - Services Contract

The services contract will be the ***Standard Conditions of Engagement for Consultancy Services (Technical)*** Document Reference COE-1 v.2j dated 30 September 2024 (or such latest version as may be applicable at the time) and as may be amended and is available to download separately from <https://constructionprocurement.gov.ie/standard-conditions-of-engagement/>

Appendix 7 Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20[year] BETWEEN:

The [insert name of Sanctioning Authority]/[DPS Client], of [insert Address] (hereinafter “the Sanctioning Authority”) [or the “DPS Client”] (“the Client”) of the one part;
and

[DPS Member's legal name], of [DPS Member's address] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Applications to Participate in a Dynamic Purchasing System dated [insert date] entitled “*Request for Applications to Participate in a Dynamic Purchasing System for the Provision of Competent Professional Consultancy Services to the Owners Management Company (OMC)*” (the “RFATP”) the Sanctioning Authority invited applications (“Applications”) to participate in a DPS for the supply of the services described in Appendix 1 to the RFATP (the “Services”). The Contractor submitted an Application to the RFATP dated the [insert date of Tender].

The Contractor and the Sanctioning Authority have entered into a DPS Agreement dated [insert date] (“the DPS Agreement”).

- B. For the purposes of the tender process referred to in the RFATP (the “Competition”), the DPS Agreement and any subsequent contract or contracts awarded thereunder (if any) (the “Contract(s)”) certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority and the DPS Clients (as defined in the RFATP).

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the [Sanctioning Authority and/or the DPS Clients] and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement “Confidential Information” means:
 - 2.1 unless specified in writing to the contrary by the Sanctioning Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Sanctioning Authority, any DPS Client, the provision of Goods under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the DPS Agreement and/or the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland from time to time.

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the [Sanctioning Authority /DPS Client], to communicate or disclose any part of such Confidential Information to any person except:

- i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
- ii to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the [Sanctioning Authority/DPS Client]; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

- i in the Contractor’s possession (with full right to disclose) before receiving it from the Sanctioning Authority or the DPS Client, as applicable; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Contractor without access to or use of the Confidential Information; or
- iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

6.1 to comply with all directions of the [Sanctioning Authority/DPS Client] with regard to the use and application of all and any Confidential Information (including personal data as defined in the Data Protection Law);

6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the [Sanctioning Authority/DPS Client] including, if required, completion of documentation under the Official Secrets Act 1963 and comply with

any vetting requirements of the Sanctioning Authority and / or any DPS Client including by police authorities;

- 6.3 upon termination of the Competition (or the DPS Agreement or the Contract) for whatever reason to furnish to the [Sanctioning Authority/DPS Client], as applicable, all Confidential Information or at the written direction of the [Sanctioning Authority/DPS Client] to destroy in a secure manner all (or such part or parts thereof as may be identified by the Sanctioning Authority and / or the DPS Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the [Sanctioning Authority / DPS Client] so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not
7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the [Sanctioning Authority/DPS Client] and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the DPS Agreement and any Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the [Sanctioning Authority/DPS Client] as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the [Sanctioning Authority/DPS Client], as applicable, and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the DPS Agreement or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
“Data Controller” has the meaning given under the Data Protection Laws;
“Data Processor” has the meaning given under the Data Protection Laws;
“Data Subject” has the meaning given under the Data Protection Laws;
“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
“Personal Data” has the meaning given under Data Protection Laws;
“Processing” has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature

and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 10(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

1. process that Personal Data only on the written instructions of the Client;
2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Sanctioning Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.
- N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this

SIGNED for and on behalf of the [Sanctioning Authority/DPS Client] _____ (being a duly authorised officer) Witness	SIGNED for and on behalf of the Contractor _____ Witness
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Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

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