



OPW

Oifig na
nOibreacha Poiblí
Office of Public Works

**Request for Applicants to Participate
in a Dynamic Purchasing System (DPS)
for the provision of
regional architectural services (in six lots)**

**Tender procedure: DPS Qualification
Publication Date: 11 September 2025
Application Submission Date: 13 October 2025**

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Part 1: Introduction

- 1.1 The Office of Public Works, the OPW (“The Contracting Authority”) is issuing this Request for Applicants to Participate (“RFATP”) to set up a Dynamic Purchasing System (“DPS”). Once the DPS is established the OPW shall become a DPS Client.
- 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 Contracting Authority invites requests to participate from applicants for appointment to the DPS for the provision of architectural services described in Appendix 1 to this RFATP (the “Services”).
- 1.4 In summary, the services shall comprise: the provision of a full range of regional property maintenance architectural services to the OPW and its regional offices and of RIAI Grade 1 and/or 2 conservation accredited architectural services on a nationwide basis.

Six lots as follows are being tendered.

Lot 1 - Dublin City and County

Lot 2 – Mid-West and South-West (Clare, Cork, Kerry, Limerick and Tipperary)

Lot 3 – West and North-West (Galway, Mayo, Roscommon, Westmeath West, Leitrim, Longford, Sligo, Cavan West and Donegal)

Lot 4 – North-East (Kildare, Meath, Louth, Monaghan, Cavan East and Westmeath East)

Lot 5 – South-East (Waterford, Wexford, Wicklow, Carlow, Laois, Kilkenny and Offaly)

Lot 6. RIAI Grade 1 and 2 conservation accredited architects

On condition that they can demonstrate capacity applicants are limited to tendering for no more than two of the regional lots (lots 1 to 5) and the conservation lot (lot 6).

Applicants must complete the Applicant Response Document (“ARD”) that was published with the Contract Notice and submit the ARD for each lot selected before the application submission deadline.

Applicants must also submit a completed European Single Procurement Document (“ESPD”) with their tender submission. The ESPD addresses exclusion criteria.

Applicants should note that it is not necessary to submit costs/fees to qualify as a DPS Member.

The DPS will apply to contracts valued over €35,000, or whatever low value threshold as may be determined by the DPS Client.

The DPS will be managed electronically via eTenders.

Tenderers should note that the State Architect/Principal Architect’s Office will be issuing a separate procurement for a framework soon for architectural services in relation to major projects.

1.5 Overview of Admittance to the DPS and Subsequent Award of Contracts

A DPS is a two-stage electronic process that the OPW is using to streamline the procurement of architectural services. The purpose of this initial stage is to set up the DPS by pre-qualifying

successful Applicants (DPS Members). Once the DPS is established the OPW will issue Requests for Tender (“RFT”) for its specific requirements.

Stage 1 Admittance to DPS

Stage 1 of the DPS is retrospective in nature. It assesses what Applicants have done in the past. It comprises exclusion grounds and selection criteria only. All applicants that pass this assessment shall be admitted to the OPW’s Architect DPS. These DPS Members will be required to sign a DPS Agreement (Appendix 4). Following the initial establishment of the DPS, the system re-opens and remains open to receive applications to participate from new and previously unsuccessful Applicants.

Stage 2 – Award of Contracts

Stage 2 involves the OPW (the “DPS Client”) inviting the DPS Members admitted to the DPS to tender for specific Request for Tender (“RFT”) contracts. The RFT will provide, for example, details of the project brief, minimum requirements, technical specifications, scope of services and the award criteria. On each occasion, the DPS Client shall invite all DPS Members that have qualified to provide architectural services in their designated region(s)/lot.

1.6 The term of the DPS is five years and may be extended on an annual basis at the discretion of the DPS Client for a further period of five years.

1.7 The DPS Client 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.

1.8 The DPS Client estimates that the aggregate expenditure on the services to be covered by the DPS may amount to some €19.5m (excluding VAT) over the term and a possible extension of five years.

The estimated value (excluding VAT) for each lot (over ten-years) is as follows.

Lot 1. €7,000,000

Lot 2. €2,500,000

Lot 3. €2,500,000

Lot 4. €2,500,000

Lot 5. €2,500,000

Lot 6. €2,500,000

Applicants must understand that this figure is an estimate only based on current and future expected usage.

1.9 The Contracting Authority’s policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SMEs”) in this competition. SMEs that believe the scope of this competition 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 Services Contracts that may result from this competition 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 Services Contracts that may result from this tender competition.

1.10 The OPW Architect DPS will be hosted on the eTenders web platform. All communications arising out of or in connection with the DPS will be by electronic means only. No hard copy documents

will be issued or accepted by the Contracting Authority and all communications with the Contracting Authority must be via the Electronic Platform.

The following is an overview of the electronic process that applicants must follow when submitting an ARD.

1. Applicants must be registered with eTenders to login.
2. Applicants must review in full and comply with all requirements for this competition set out in the RFATP.
3. Applicants must complete and upload the ESPD to eTenders.
4. Applicants must complete the ARD that is available to download from eTenders, in response to the Selection Criteria as detailed in sections 3.2 of Part 3 of this RFATP and upload it to eTenders by the application deadline.
5. Applicants are not required to submit a tender proposal nor pricing at Stage 1. The tender proposal and pricing will instead be required to be submitted in response to future Stage 2 mini competitions conducted under the DPS.
6. Applicants that comply with the exclusion grounds and selection criteria in this RFATP will be sent confirmation via eTenders of their admittance to the DPS and will be required to sign the DPS Agreement (Appendix 4).
7. Applicants that do not meet the exclusion grounds and selection criteria will not be admitted to the DPS and will be notified accordingly via eTenders.
8. Unsuccessful applicants may re-apply for admittance onto the DPS at any stage throughout the term of the DPS.
9. Applicants that do not apply in response to this RFATP by the application deadline may apply for admittance onto the DPS at any stage throughout the term of the DPS.
10. Future mini competitions will be conducted in accordance with the DPS Agreement and service contracts will be awarded in accordance with clauses 5 and 6 of the DPS Agreement.

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 tender competition, the Contracting 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 Contracting 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 with DPS Members.

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 Contracting Authority.

Admittance of an applicant to the DPS does not guarantee the award of any contract.

No contractual rights will exist unless and until a formal Services Contract has been executed by or on behalf of the DPS Client.

Any notification of successful applicant status by the Contracting Authority shall not give rise to any enforceable rights by the applicant. The Contracting Authority may cancel this competition at any time prior to a formal DPS admission or terminate the 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 DPS Members. Applicants should note that the Contracting Authority 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 all previous documentation, communications and correspondence between the Contracting 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 Contracting 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 ARD, 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 Contracting 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 Contracting 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 Contracting Authority reserves the right to reject the applicant's ARD 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; and
- waiving a requirement, which in the Contracting Authority's view, is nonmaterial or procedural.

Applicants are required:

(a) To complete and submit with their ARD the electronic version of the eESPD which may be accessed in the competition workspace at www.etenders.gov.ie. Alternatively, applicants may submit an eESPD which has already been used in a previous procurement procedure provided they confirm: 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 provide 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 and ARD.

(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.

(g) To complete and submit their ARD on eTenders before the application submission deadline.

2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6 below will render the ARD 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 Services Contract and set out at Appendix 4 and Appendix 5 to this RFATP respectively. The contract at Appendix 5 is a template which may be revised or amended at the sole discretion of the DPS Client at any stage throughout the term of the DPS. The contracting authority reserves the right to use the CWMF Conditions of Engagement Form (COE1) as an alternative to the Services Contract. Any such updated amended contract shall be appended to the RFT at mini competition stage and by tendering for a mini competition a DPS Member agrees to enter any such amended contract.

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, which is part of the ARD. Applicants may not amend the DPS Agreement or the Services Contract.

2.4 ACCEPTANCE OF RFATP REQUIREMENTS

Each applicant is required to accept the provisions of this RFATP. All applicants must return with their ARD, a scanned signed copy of the Applicant's Statement, as set out in Appendix 2, printed on the applicant's letterhead. The Contracting Authority must be able to read the scanned signature of the applicant. If possible, please sign documents using blue ink. If the Contracting 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 Contracting 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 ARD 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 REQUIREMENTS

2.6.1 Applications must be submitted via eTenders. Only ARDs submitted to this 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 consider the fact that upload speeds vary. 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 Subject to paragraph 2.8.1 of this RFATP, ARDs must be received not later than 15.00hrs on 13 October 2025 (the "Application Deadline").

2.6.3 Applications must be submitted in English.

2.6.4 Each applicant is limited to submitting one application in its own capacity and one application as part of a consortium/group of undertakings under this RFATP for admittance to the DPS.

2.6.5 The ARD must be submitted in soft copy to the Electronic Platform and must be compiled such that they can be read immediately using Microsoft Office applications e.g. MS Word, MS Excel,

etc. or a PDF Reader. The Contracting 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. Subject to paragraph 2.8.1 of this RFATP, queries must be submitted by no later than 15.00hrs on 06 October 2025. For the avoidance of doubt, applicants may not contact the Contracting Authority regarding any aspect of this competition.
- 2.7.2** All responses to queries will be issued by the Contracting Authority via the messaging facility on the Electronic Platform. Where appropriate, queries may be amalgamated. Applicants should note that the Contracting Authority will not respond to individual applicants privately.
- 2.7.3** The Contracting Authority reserves the right to issue or seek written clarifications via the Electronic Platform.
- 2.7.4** The Contracting 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. 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 tender competition, by clicking on the “Accept” button on the Electronic Platform 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 and deadline for submission of clarification queries, both unsuccessful applicants that submit an ARD but fail to fulfil the exclusion grounds and selection criteria in this RFATP, and tenderers 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 ARD in response to this RFATP at any stage throughout the term of the DPS. The Contracting Authority shall evaluate any such ARDs against the exclusion grounds 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 Contracting Authority to applicants during 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 Contracting Authority.
 - (c)** shall be treated as confidential by the applicant and by any third parties (including subcontractors) engaged or consulted by the applicant.

- (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this competition if so requested by the Contracting 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. DPS Members 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, including but not being limited to shipping, packaging, delivery, ancillary costs, site attendance and facilities and all other costs/expenses/preliminaries/overheads, be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Any currency variations occurring over the term of any contract shall be borne by the DPS Member.
- 2.10.4 Payments for services provided pursuant to this RFATP shall be made subject to and in accordance with the contract at Appendix 5 to this RFATP and the terms of any subsequent RFATP.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract awarded, the successful DPS Members 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 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 Contracting 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 Contracting 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 Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable because of the application of the 2012 Act to the provision of the services.

2.12 PUBLICITY

No publicity regarding this competition, mini competition, or Services Contract pursuant to this DPS is permitted unless and until the Contracting 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 Contracting Authority, DPS Client, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority or the DPS Client and their relatives must be fully disclosed in the ARD or, in the event of this information only coming to the notice of the applicant or subcontractor after the submission of a tender on foot of a mini competition, must be communicated to the Contracting 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 Contracting Authority will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating an applicant/DPS Member from this competition or a mini competition or terminating any DPS Agreement and/or Services Contract entered into by an DPS Member.

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 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this competition and mini competitions may be liable to be disclosed.
- 2.16.2** Applicants are asked to consider if any of the information supplied by them in their ARD/tenders should not be disclosed because of its confidentiality or commercial sensitivity. If applicants/tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, they must, when providing such information, clearly identify the specific sections of their ARD containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt, applicants/tenderers may not assert confidentiality or commercial sensitivity over the entire ARD/tender response document but must clearly identify the specific section containing such information. If applicants/tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the applicant/DPS Member. The Contracting Authority will, where possible, consult with applicants/DPS Members about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting 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 because of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any DPS Agreement or Services Contract pursuant to a mini competition from the DPS that the successful DPS Member shall, for the term of such contract, comply with all applicable 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 DPS Member shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the DPS Member acknowledges and agrees that the Contracting 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 an applicant or subcontractor(s) must be fully disclosed to the Contracting 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 Contracting Authority may invite DPS Members to propose means by which the conflict of interest might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating an DPS Member from this competition or any mini competition or terminating any DPS Agreement or Services Contract entered into by a DPS Member.

2.19 WITHDRAWAL FROM THIS COMPETITION

Applicants are required to notify the Contracting Authority immediately, via the Electronic Platform, if at any stage they decide to withdraw from this competition or the DPS.

2.20 BRIEFING

The OPW will hold a briefing for Applicants in relation to the tender competition. Applicants must register in advance by sending an email to cliodhna.rice@opw.ie. The presentations will be recorded and will be posted on the messaging function of eTenders after the event as will responses to clarification questions.

2.21 INSURANCE

- 2.21.1 DPS Members shall be required to hold for the term of any contract awarded pursuant to a mini competition, insurances of the type and to the minimum level specified in the RFT. Applicants should note that they are not obliged to have insurances in place to enter into a DPS Agreement with the Contracting Authority. 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 million employer's liability limit for any one claim or series of claims arising out of a single occurrence.
Public Liability	€6.5 million public liability limit for any one claim or series of claims arising from one single occurrence.
Professional Indemnity	€1.5 million professional indemnity limit in the aggregate per insurance year.

- 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, 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. A formal confirmation from the DPS Member'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 Services Contract.

- 2.21.3 DPS Members during the term of the Services Contract, be required to:

- (a) immediately advise the DPS Client of any material change to its insured status;
- (b) produce proof of current premiums paid upon request; and
- (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 ARDs pursuant to paragraph 2.2 above, and
- (b) Declared by way of ESPD that either:
 - (i) no grounds for exclusion of the applicant pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any exclusion grounds apply to the applicant (and where the applicant is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- (c) Declared by way of ESPD 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) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Prime Contractor.

To ensure the proper conduct of the procedure, applicants are required to submit with their ARD any or all of the following for the purposes of verification of the status of the applicant (including the Prime Contractor and subcontractor):

- (i) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant exclusion criteria.
- (ii) in the case of the Prime Contractor and any subcontractor on whose capacity the Prime Contractor relies, 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 Contracting 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.

Subcontractors nominated and relied upon by the DPS Member in their ARD may not be changed throughout the term of the DPS without the prior consent in writing of the DPS Client. 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 DPS Client 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 it may be awarded, the applicant must in so far as known identify such subcontractor(s) in their eESPD which accompanies their ARD for admittance to the DPS. Only where such subcontractors are unknown at the time of submission of their ARD 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 DPS Member and subcontractors shall have the use of sufficient appropriate resources to satisfy the delivery of services to meet the requirements of the DPS Client for the duration of any Services Contract awarded under the DPS.

3.2 SELECTION CRITERIA FOR ADMITTANCE TO THE DPS

Applicants will either PASS or FAIL each of the selection criteria below. An applicant who fails a selection criterion will be eliminated from this competition and shall not be admitted to the DPS, subject to the applicant's right to re-apply.

As stated in Paragraph 1.10 of the RFATP:

- Applicants that fulfil the compliance and selection criteria in the RFATP will be sent confirmation via the Electronic Platform of their identification for admission to the DPS and will be required to sign the DPS Agreement at Appendix 4 to the RFATP.
- Applicants that do not meet the compliance and selection criteria in the RFATP will not be admitted to the DPS and will be notified accordingly via the Electronic Platform.
- Unsuccessful applicants may re-apply for admission onto the DPS at any stage throughout the term 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.

Applicants must complete the relevant sections of the ARD in line with instructions provided in that document and upload it to the Electronic Platform by the application deadline.

To ensure the proper conduct of the procedure, applicants are required to submit all supporting documentation (as set out at section 3.2) with their ARD.

3.2.1 FINANCIAL AND ECONOMIC STANDING

Applicants must declare in the ARD that the average annual turnover of the applicant in each of the last three financial reporting years prior to the application date is equal to or exceeds €300,000 (excluding VAT) for Lot 1 Dublin City and County and €100,000 (excluding VAT) for each of the other lots applied for. Alternatively, if the date of establishment of the applicant was more recent, the applicant must declare in the ARD that their average annual turnover in each of the financial reporting years prior to the application date since the applicant has been established is equal to or exceeds €300,000 (excluding VAT) for Lot 1 Dublin City and County and €100,000 (excluding VAT) for each of the other lots applied for. In the case of the applicant being a consortium, this financial criterion may be fulfilled by the consortium members.

Prior to and as a condition of the award of any contract the DPS Member will upon request provide the DPS Client with documentary evidence demonstrating that they fulfil this criterion. Documentary evidence may include financial accounts (or audited financial accounts where the DPS Member's accounts are audited) or an accountant's letter/certificate confirming that the DPS Member fulfils this criterion.

Applicants are required to provide as appendices to their ARD the following supporting evidence:

- An auditor's/accountant's statement for the period covered by the accounts (submitted by the auditor) to confirm the applicant's turnover for each of the three most recent financial years (for which audited accounts are available) or where the date of establishment is more recent for each year the applicant has been established;
- A letter from their principal auditors/accountants confirming the applicant is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due.

3.2.2 TECHNICAL AND PROFESSIONAL ABILITY

Applicants must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out below and provide details in the ARD, and ensure that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Applicants must demonstrate in their ARD in a clear and comprehensive manner that they have sufficient technical and professional ability to deliver the specified work. Applicants must therefore meet the following criteria:

- Professional Qualifications, for example RIAI Registered Architect for lots 1 to 5 and RIAI Grade 1 or 2 Conservation Accredited Architects for lot 6.
- Staff Capacity minimum of three technical personnel (one of which must be an RIAI registered Architect) for Lot 1 Dublin City and County and one RIAI registered Architect and access to a minimum of two additional technical personnel as required for Lots 2 to 6) and organisational structure.
- Applicants must provide details of three relevant examples of completed contracts in the past seven years where they have performed the role of Design Team Leader/Employer's Representative/Contract Administrator. Reference projects should not be restricted by type or scale. Rather they should provide the opportunity for Applicants to demonstrate how they consider that their experience related to and demonstrates their capacity to deliver architectural services related to the nature and complexity of the projects under reference. These sample projects must have attained Substantial/Practical completion. In addition, the following minimum requirements also apply on a pass/fail basis:
 - At least one reference project must have taken place in a live operational environment and comprised works to an existing building.
 - At least one reference project must have used a public works form of contract.
 - The Applicant must have been appointed as PSDP on at least two of the three reference projects.
 - At least one reference project should exceed €500,000 in value. No more than two should exceed €1.2m in value.
 - For lot 6, these all three reference projects should be conservation/ refurbishment works carried out to an historical building, or protected structure.

The Contracting Authority reserves the right to contact client references to establish satisfactory execution and/or to confirm details of works delivered in each case. Where satisfactory execution cannot be established for a particular reference project, that project reference will be disregarded for assessment purposes.

- Health and safety competence (in compliance with prevailing legislation).
- Environmental considerations (for example, sustainability, energy efficient design and green public procurement).
- Contract Management (declaration of acceptance of a Service Level Agreement – Appendix 7)

3.3 NOTIFICATION AND ADMITTANCE TO THE DPS

- 3.3.1 The Contracting Authority will notify applicants of its decision in relation to the establishment of the DPS and/or of the outcome of their ARD to participate in the DPS.
- 3.3.2 Admittance to the DPS will be conditional upon the successful applicant(s) (including the Prime Contractor and any subcontractors) submitting (to the extent not already provided) within five (5) calendar days of request by the Contracting Authority:
- (i) 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.
 - (ii) all or any of the evidence and supporting documents specified at paragraphs 3.1 and 3.2 above.

3.4 DPS AGREEMENT

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

Appendix 1: Requirements and Specifications

The Office of Public Works

The OPW is a key service provider to the Government.

It manages the State's estate portfolio (some 2,500 properties), maintains and presents Ireland's built heritage, and manages Ireland's flood risk.

The OPW's mission is to discharge its role in a sustainable manner, with the vision of harmonising the nation's built and natural environments.

The OPW management structure comprises the interlinked entities of the Commissioners, management board and senior management team.

The work of the OPW is carried out by the following Divisions:

- Estate Management
- Planning and Climate Adaptation
- Heritage Services and Capital Works Delivery
- State Architect and Principal Architect's Office
- Corporate Services

In addition to the architectural services provided in-house, the OPW regularly appoints technical consultants to provide architectural services to work alongside many others in support of the OPW's mission and vision.

The OPW's Property Maintenance Service is primarily responsible for the following:

- Managing and enhancing the State's accommodation portfolio aligned with client requirements.
- Protecting the intrinsic value of all State property assets, within its remit, by proactively implementing effective planned and preventative maintenance and efficient delivery of reactive maintenance. This will ensure that:
 - The condition of the property is maintained on an ongoing basis.
 - OPW's building related statutory obligations within its estate portfolio including health and safety obligations are met.
 - Costs associated with claims on the surrender of leased properties are minimised.
- Investing in capital building programmes that provide quality design and build accommodation solutions for buildings within OPW's estate portfolio.
- Providing advisory services to its clients and other external agencies.
- Encouraging practices that optimise energy efficiency and sustainability in public buildings.
- Engaging with clients and providing excellent customer service by delivering appropriate accommodation solutions

Further information about the OPW can be found on <http://www.opw.gov.ie>

Architectural Services

The proposed Dynamic Purchasing System (DPS) will replace the current architectural services framework that expired in November 2024.

The value of architectural consultants' contracts under the four-year framework was €3.5m.

DPS Members will be appointed to panels covering the following regions:

Lot 1 - Dublin City and County

Lot 2 – Mid-West and South-West (Clare, Cork, Kerry, Limerick and Tipperary)

Lot 3 – West and North-West (Galway, Mayo, Roscommon, Westmeath West, Leitrim, Longford, Sligo, Cavan West and Donegal)

Lot 4 – North-East (Kildare, Meath, Louth, Monaghan, Cavan East and Westmeath East)

Lot 5 – South-East (Waterford, Wexford, Wicklow, Carlow, Laois, Kilkenny and Offaly)

Lot 6 - Conservation architect services (nationwide)

On condition that they can demonstrate capacity applications are limited to tendering for no more than two of the regional lots (lots 1 to 5) and the conservation lot (lot 6).

On each occasion that the OPW has a requirement for architectural services under a lot to a value over €35,000, every DPS Member for that lot will be invited to tender. For contract under €35,000, the OPW reserves the right to ask three DPS Members for the lot in question to tender.

The DPS will cover low value contracts to contracts over €1m for complex projects.

Scope of Services

A non-exclusive list of the works for which architectural services may be required is set out in the table below. These works are generally carried out in occupied/live and operational buildings and often in buildings with very specific security requirements.

Works Category	Works Description
Maintenance	Planned maintenance works such as repairs or refurbishment of roofs, windows, or other building elements.
Refurbishment	Refurbishment and conservation works to existing buildings, including historic buildings and protected structures, energy upgrades/retrofits to existing buildings to meet contemporary standards and statutory requirements.
Capital	Re-configurations, fit-outs, building extensions, temporary modular accommodation and on occasion new builds.

DPS Members may be required to:

1. Work in close collaboration with the OPW and its network of Regional Architectural Offices as well as any other consultants as may be appointed by OPW from time to time, or internal OPW business units including OPW Quantity Surveying Services; OPW Civil Structural Engineering services; OPW M&E Engineering Services; OPW Fire and Security; and OPW's Furniture Division.
2. Prepare reports such as feasibility studies investigating the suitability of a site to accommodate a preliminary client brief, including test fits, option appraisals, statutory compliances, preliminary order of magnitude costings, etc.
3. Prepare reports such as feasibility studies for deep retrofit, including setting up and managing a multi-disciplinary design team to carry out energy audits and BER assessments.
4. Carry out research and prepare reports for works in historical buildings, including building condition reports, conservation reports, Heritage Impact Assessments, or other.
5. Advise on conservation issues.

6. Assist in building and option appraisals e.g. where OPW is viewing potential buildings or sites for acquisition.
7. Survey and record existing buildings and prepare ACAD drawings, and condition reports on building fabric where required.
8. Comply with and advise on statutory requirements and guidance, including legislation on planning, fire safety, energy efficiency, disability access, and the Building Regulations.
9. Prepare, and submit to the relevant Planning/ Building Control Authority, full documentation for statutory approvals such as planning permission, Part 9 planning approvals, Fire Safety Certificates, Disability Access Certificates etc., and support OPW during these processes.
10. Advise on planning issues, and where required, liaise/ meet with building authority officers, and prepare Planning or Part 9 planning documentation, and submit to the relevant Planning Authority.
11. Advise on fire safety issues, and where required, liaise/ meet with building authority officers, and prepare Fire Safety Certificate or OPW Shadow Fire Safety Certificate documentation, and submit to the relevant Building Control Authority.
12. Advise on accessibility issues, prepare accessibility audits, and where required, liaise/ meet with building authority officers, and prepare Disabled Access Certificate or OPW Shadow Disabled Access Certificate documentation, and submit to the relevant Building Control Authority
13. Advise on application of the Building Control Amendment Regulations, and where required, submit commencement notice; inspection and design certification as per building control regulations.
14. Advise on sustainable construction methods, energy efficient design, green procurement, and use of sustainable construction products.
15. Prepare order of magnitude cost estimates where required.
16. Perform the role of Design Team Lead and manage and coordinate design teams from project inception to completion and handover, including Stages (i) to (v) under the Capital Works Management Framework (CWMF):
 - Prepare preliminary design concepts.
 - Develop detailed designs in conjunction with coordination of the design team.
 - Develop all production information (drawings, details, schedules, specifications, pricing document, and any other documents required) sufficient for procurement under the CWMF guidelines and use for the PW CF 5 and 6 forms of contract, or any other contract that may be used by OPW.
 - Ensure coordination of all other design team packages, including the pricing document.
 - Produce all tender documents as required for pre-qualification of contractors under 2-stage open competitions, including Suitability Assessment Questionnaires QW1 and QW2 and all relevant supporting documents.
 - Produce all tender documents as required for procurement of a project under the CW MF, particularly PW CF 5 or 6, (and any other contracts that may be used by OPW), including the Project Preliminaries, the Form of Tender and Schedule, and the Instructions to Tenderers document.
 - Participate in tender evaluation processes and prepare tender reports.
17. Perform the role of ER (Employer's Representative as defined in the CWMF) in particular in relation to PW-CF5 and PW-CF6, including:
 - General project management and liaison with main / specialist contractors;

- Arranging and chairing site meetings and preparing minutes of same;
 - Administration of the contract;
 - issuing information as appropriate, and in a timely fashion;
 - reviewing submissions as appropriate, and in a timely fashion;
 - tracking all variations and instructions in a register to keep up to date record of costs and approvals at all times;
 - reviewing and determining contractor claims and disputes, e.g. relation to extra scope, time, or costs;
 - Site inspections during the course of the works and final snagging of the works;
 - Certification of interim and final payments, and review of Contractor's final account in conjunction with the Quantity Surveyor;
 - Coordinate the completion of the project, all testing and commissioning, and hand over to the client at substantial completion; and
 - Managing the defects liability period, carrying out a final snagging, and preparing the final certificate at completion.
18. Providing partial services where required by OPW – e.g. production information for inclusion into tender documents prepared by the OPW Regional Office
 19. Carry out the duties of a designer as defined in the Construction Regulations, including cooperating with the PSDP and PSCS, and preparing design risk assessments
 20. Perform the role as PSDP, either as part of a project, or as a standalone role
 21. Perform the role of Design Certifier during the project stages of a capital works project
 22. Perform the role of Assigned certifier, either as part of a project, or as a standalone role
 23. Provide OPW with raw AutoCAD or equivalent drawing files
 24. Comply with the CWMF BIM requirements.
 25. Perform other tasks as may be determined by the OPW.

The OPW reserves the right to require DPS Members to use the CWMF COE1 Form (Standard Conditions of Engagement) as an alternative to the Services Contract.

Roles

Applicants may be required to perform the following roles where required.

- Role of Designer, and where required, Project Supervisor for the Design Process (PSDP), in accordance with the Construction Regulations 2013 (as amended).
- Role of Design Team Leader, and Employer's Representative, as set out in the CWMF Public Works Contracts, or equivalent.
- Role of Design Certifier and/or Assigned Certifier, as set out in the Building Control Regulations 2014 (as amended).
- Any other services as outlined in Appendix 1.

Minimum Requirements (all Pass/Fail)

All Applicants must meet the following criteria to qualify as a DPS Member:

Staff Capacity:

A minimum of three technical personnel (one of which must be an RIAI registered Architect) for Lot 1 Dublin City and County and one RIAI registered Architect and access to a minimum of two additional technical personnel as required for Lots 2 to 6) to service the regions they apply for.

Capability: Provide evidence of three reference projects completed within the past seven years. Reference projects should not be restricted by type or scale. Rather they should provide the opportunity for Applicants to demonstrate how they consider that their experience relates to and demonstrates their capacity to deliver architectural services related to the nature and complexity of the subject projects. Reference projects must be completed contracts where the Applicant has performed the role of Design Team Leader/ Employer's Representative/Contract Administrator. These sample projects must have attained substantial/practical completion. In addition:

- At least one reference project must have taken place in a live operational environment and comprised works to an existing building.
- At least one reference project must have used a public works form of contract.
- The Applicant must have been appointed as PSDP on at least two of the three reference projects.
- At least one reference project should exceed €500,000 in value. No more than two should exceed €1.2m in value.
- For lot 6, these all three reference projects should be conservation/ refurbishment works carried out to an historical building, or protected structure.

Standards: Be a member of the RIAI, or equivalent, and have quality management systems in place. For lot 6, the architects should have Grade 1 or 2 RIAI Conservation Accreditation.

Sustainability: Demonstrate how they will support the contracting authority in their roadmap to promote greater use of lower carbon materials in construction, as required under Article 51 of the Climate Action Plan. Tenderers should demonstrate how their services are delivered in a sustainable manner and their knowledge of sustainable construction practices, energy efficient design and green public procurement, and provide details on what positive contributions they are able to make towards the achievement of, but not limited to, the following:

- reduction/ removal of fossil fuels;
- improvement in energy efficiency;
- increased use of sustainable products and materials; and
- reduction in waste.

Leadership: Nominate a designated Contract Manager as the OPW's lead contact person with at least seven years' experience as a practicing RIAI registered architect or equivalent.

Health and Safety: Provide evidence of compliance with prevailing legislation and guidance.

Level of Experience: At mini-competition stage, DPS Members may be required to provide daily rates for some or all the following categories of architect (all lots).

Level 6	Senior Partner with at least ten years post-qualification experience.
Level 5	Senior Architect with at least five years post-qualification experience.
Level 4	Architect with at least three years post-qualification experience.
Grade 1	Conservation Architect
Grade 2	Conservation Architect
Other	Architectural Technologist

Daily Rates: Applicants are not required to submit costs at this stage in the tender process.

Miscellaneous

The OPW reserves the right to procure architectural services valued under €35,000 by way of a direct request for quotation to three DPS Members under the lot in question.

An annual review of the DPS will be undertaken.

The OPW's working hours are between 09.15hrs and 17.30hrs, Monday through Friday.

Online and in-person meetings will be required. In-person meetings will be required particularly at the start of a project, and during detailed design and production information stage, to ensure coordination with the design team, clients, site visits, etc.

Appendix 2: Applicant's Statement

Applicants shall complete and return as part of their ARD, the following form of Applicants' Statement printed on the applicants' headed notepaper and signed by the applicant.

APPLICANT'S STATEMENT

TO: The Office of Public Works (the "Contracting Authority")

RE: Request for Applications to Participate in the DPS for the provision of regional architectural services (in six lots)

Having examined your 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
 - a) the RFATP;
 - b) the DPS Agreement;
 - c) the Confidentiality Agreement appended to the RFATP;
 - d) and agree if awarded any contract pursuant to the DPS Agreement to execute the Contract 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 RFT if awarded any Contract pursuant to a 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 5.
7. We shall, if awarded any Services Contract pursuant to a DPS Agreement, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFATP and as required by the RFT.
8. We agree that, if awarded any contract pursuant to a DPS Agreement that 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 Tender have consented to the processing of such Personal Data by us, the Contracting 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 Contracting 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 Contracting Authority upon request.

Signed: (Authorised Signatory)

Print Name in Block Capitals:

Position

Company:

Registered Office Address:

Date:

Appendix 3: Applicant Response Document (ARD)

See ARD published with the Contract Notice.

Appendix 4: Dynamic Purchasing System Agreement for the Provision of Regional Architectural Services to the OPW

THIS DPS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20 25

("the DPS Agreement")

BETWEEN:

The Office of Public Works, whose offices are located at Jonathan Swift Street, Trim, Co. Meath ("the Contracting Authority"); and

[Insert name of DPS Member] whose principal place of business is at [Address] ("the Economic Operator")

(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 "DPS for the provision of architectural services" ("the RFATP") the Contracting Authority invited economic operators 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 Contracting Authority via the messaging facility on www.etenders.gov.ie 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 tender] ("the Application"). References to the Application shall include any clarifications issued in writing by the Economic Operator to the Contracting 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

"Applicant" means an applicant applying to join the DPS

"Commencement Date" means [];

"Contract" means a contract which is awarded in accordance with this DPS Agreement

"Contracting Authority" means the OPW as DPS Client

"DPS Client" means the OPW

"DPS Member" means an applicant who is successful in joining the DPS

"DPS Term" means the period set out in Clause 2.5 of this DPS Agreement

"Month" means a calendar month

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

“Services” means the architectural services set out in the RFATP

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

“Tenderer” refers to a DPS Member responding to a RFT.

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 Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Applicant, the Applicant accepts its appointment under the provisions 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 Contracting 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 Contracting 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 expire five years thereafter (“the DPS Term”) unless terminated earlier in accordance with this DPS Agreement. The Contracting Authority reserves the right to extend the term of the DPS Agreement for a further period of five years.
- 2.6 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 Contracting Authority and that the Contracting 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 PROVISIONS

- 3.1 The DPS Member hereby agrees and undertakes to comply with the DPS Agreement management provisions as may be notified in writing via the Electronic Platform by the Contracting 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 Contracting 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 Contracting 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 Contracting 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, 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.
- 4.3 The DPS Client reserves the right to require a DPS Member to use the CWMF Conditions of Engagement Form (COE1) as an alternative to the Services Contract.

5. REQUEST FOR TENDER (RFT) PROCESS

- 5.1 On each occasion that a DPS Client proposes to award a Contract under this DPS Agreement, the DPS Client shall issue via eTenders a Request for Tenders ("RFT") to all DPS Members that have expressed an interest in receiving RFTs for the lot in question in accordance with the following procedure (a "mini competition"):
 - 5.1.1 The RFT shall set out:
 - The minimum requirements and technical specifications.
 - The scope and term of the contract to be awarded.
 - The deadline (date and time) for the receipt of responses to the RFT (each a "Response") considering 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.
- Any additional conditions (if any) that will apply to the contract in addition to the terms and conditions of the Services Contract.
- The award criteria.

5.1.2 The DPS Member may only submit:

- a response to an RFT electronically via eTenders (responses in any other form will not be accepted); and
- one response to an RFT, whether as part of a consortium or individually.

5.1.3 Any costs incurred by the DPS Member in responding to an RFT or in the performance of an Services Contract or howsoever else arising from its general participation in the DPS shall be the DPS Member's sole liability.

5.1.4 The DPS Client may issue RFTs for the purpose of awarding Service Contracts throughout the term of the DPS.

5.1.5 The DPS Member shall comply with all instructions and rules issued by the DPS Client in relation to the RFT.

5.1.6 The DPS Member must ensure that:

- all information, documentation and declarations submitted in response to a RFT are correct; and
- they can provide the necessary evidence in support of same when requested by the DPS Client.

5.1.7 Any clarifications issued by the DPS Client, as applicable in relation to a RFT will be communicated via eTenders only.

5.1.8 DPS Members will be given a minimum of ten days within which to submit a tender from the date the RFT is issued.

5.1.9 The DPS Client reserve the right to issue or seek written clarifications via eTenders.

5.1.10 As part of the RFT process, the DPS Client may require DPS Members to provide documentary evidence to demonstrate satisfactory compliance with relevant selection criteria used for admittance to the DPS. Where applicable, such requirements will be assessed on a Pass/ Fail basis and only responses deemed compliant with such requirements will proceed to be assessed against the award criteria identified in the RFT.

5.1.11 The DPS Client may award a contract following an evaluation of the responses based on the award criteria set out in Clause 6.2 below.

5.1.12 All DPS Members submitting a response to a RFT will be informed of the outcome at the earliest reasonable opportunity following conclusion of the evaluation process.

6. RFT AWARD CRITERIA

6.1 Tenders submitted in response to an RFT will be evaluated in accordance with the award criteria outlined below.

6.1.1 The tender submission that achieves the highest total marks will be deemed the most economically advantageous tender. The remaining tenders will be ranked in descending order based on their total marks.

6.1.2 In an RFT, the DPS Client may, at its discretion:

- a. identify that the award criteria will be based on price (total cost) only and divide the price (total cost) criteria into several sub-criteria; or
- b. where price (total cost) and quality award criteria are used, divide the price (total cost) criteria and quality award criteria into several sub-criteria.

In circumstances where sub-criteria are identified, the DPS Client shall specify the percentage weighting and associated marks applicable to each criterion/sub-criterion in the RFT.

The DPS Client may activate one or more of the award criteria below and assign marks only within the ranges shown below and as appropriate to the specific requirements of their RFT. The award criteria and associated marks will be set out in the RFT.

Cost may be assigned as the sole award criterion or in conjunction with any combination of the remaining award criteria as appropriate to the mini competition. The maximum score will be 1,000 regardless of the combination of award criteria used.

The cost criterion includes total cost of the Services Contract over the planned term of the contract, including, but not limited to, costs for purchase, delivery, installation, commissioning, rental, leasing, support and maintenance, civil works and ancillary expenses, all exclusive of VAT.

The DPS Client reserves the right to require DPS Members to submit costs based on a percentage fee basis, on a fixed price basis, or based on quoted rates, or on another basis as may be determined by the contracting authority.

	RFT Award Criteria	Range of Scores Available
1	Cost	300 to 1000
2	Approach and Methodology	0 to 700
	Demonstrate - with reference as appropriate to examples of relevant completed projects (similar in nature, scale or complexity) - an understanding of the project that is subject to this RFT, and how those particular aspects will influence the proposed approach and methodology for the services required.	
3	Programme Management	0 to 700
3.1	Provide a detailed project implementation programme (gantt chart, or equivalent) that reflects the requirements of the RFT and indicates the breakdown of work tasks, staff (grade, level and hourly rate) that would be assigned to each and the allocation of hours for same.	0 to 350
3.2	Contract Management and Performance Measurement Provide a description of the contract management process that will be applied to this contract, and in particular how governance, oversight and	0 to 350

	risks will be identified, managed, and mitigated. DPS Members may be asked to demonstrate how project specific KPIs will be met.	
4	Environmental Considerations	0 to 100
	Demonstrate how the DPS Member's approach to energy efficiency design, the circular economy, sustainable building techniques, and green public procurement would be implemented in carrying out work associated with this contract.	

In circumstances where quality award criteria/sub-criteria are used in a mini competition, the DPS Member shall be required to achieve a minimum pass threshold of up to 60% for each quality award criterion/sub-criterion adopted (unless specified otherwise).

6.1.2 Marks for total cost will be allocated using the following formula:

Price (Total Cost)	=	$\frac{\text{Lowest Total Cost}}{\text{Total Cost under evaluation}}$	X	Maximum Marks Available
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6.1.4 The marking scale for quality award criteria is provided below:

RATING	GUIDANCE	MARKING SCALE
Excellent	A response with very few or no weaknesses that fully meets or exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the tenderer will deliver to an excellent standard.	80% - 100 %
Very Good	A response that demonstrates real understanding of the requirements and assurance that the tenderer will deliver to a good or high standard.	60% - 79 %
Good	A response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.	40% - 59 %
Unsatisfactory	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.	20% - 39 %
Poor	Response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.	1% - 19 %
No Evidence	Response not submitted or response completely fails to address the criterion under consideration.	0%

6.1.5 In the event of a tie in a RFT that includes price criteria only the Contracting Authority may award at its discretion the RFT by random selection concluded in an open and transparent manner

- 6.1.6 In the event of a tie in an RFT that includes quality and price criteria, the tender with the highest overall score for the quality award criteria will be deemed the most economically advantageous tender. If the overall score for quality award criteria is tied, then the Contracting Authority may award at its discretion the RFT by random selection concluded in an open and transparent manner.
- 6.1.7 Where following an evaluation but prior to the award of an RFT contract, the preferred tenderer is:
- deemed by the Contracting Authority to be unable or unsuitable to supply the services due to a change in circumstances; or
 - By its own admission, is unable or unwilling to supply the services, for example if a DPS Member is unable to meet the project timescale set by the DPS Client.
- Then the Contracting Authority may award the RFT Contract to the tenderer ranked next highest and may repeat this process until a Services Contract is awarded.
- 6.2 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
- 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 Contracting Authority 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 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 all Contract(s).

9. TAX CLEARANCE

- 9.1 The DPS Member shall comply with all applicable 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 Contracting Authority or any DPS Client. By supplying these numbers, the DPS Member acknowledges and agrees that the Contracting 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), supplier(s) agents or Subcontractor(s)) (a “Conflict”) must be fully disclosed to the Contracting Authority and any relevant DPS Client(s) immediately in writing as soon as the Conflict becomes apparent to the DPS Member. In the event of any Conflict, the Contracting Authority and / or the DPS Client(s) may invite the DPS Member to propose means by which the Conflict might be removed. The Contracting 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 Contracting Authority, any DPS Client, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting 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 Contracting 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 Contracting 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 Contracting 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 Contracting Authority and/or the DPS Client(s), to sign a confidentiality agreement in a format as determined by the Contracting Authority and/or the DPS Client(s).
- 13.2 The DPS Member shall execute a Confidentiality Agreement in the form set out at Appendix 6 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 Contracting 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 sent by email via eTenders. 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 email notices shall be deemed to have been served 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 Contracting 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 Contracting 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 Contracting 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 Contracting Authority, without liability for compensation or damages, by serving one months' written notice to the DPS Member via eTenders.
- 17.2 The Contracting Authority shall have the right (in addition to its rights under clause 17.1 and 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 Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting 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 Contracting Authority and the DPS Client(s), within 30 days after a receipt of a request in writing from the Contracting 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 Contracting Authority becomes aware that any of the exclusion grounds listed in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) apply to the DPS Member.
- 17.2.5 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the DPS Member which cannot, in the opinion of the Contracting Authority, be removed by other means: and
- 17.2.6 in circumstances where the Contracting 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 Contracting Authority 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 Contracting Authority by the DPS Member may be released pursuant to the Contracting Authority's statutory obligations. If the DPS Member considers that any of the information supplied by it to the Contracting Authority 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 Contracting Authority will consult the DPS Member about this sensitive information before making a decision on any request received under the above legislation. The Contracting 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.

19. DISPUTE RESOLUTION

- 19.1 In the event of any dispute arising out of or relating to this 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 Contractor senior contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting 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 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 CEDR 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 Contractor 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.

20. KEY PERSONNEL

The DPS Member undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Application, including but not limited to the Key Account Manager, ("Key Personnel"), assigned by it to provide the services related to the Services shall be available for the term of this Agreement. The DPS Member acknowledges that the Key Personnel are essential to the proper provision of the Services to the Contracting Authority and the DPS Clients. In the event that any of the Key Personnel assigned by the Contractor to deliver the Services and related services under this Agreement becomes unable to provide the Services for whatever reason then, the DPS Member acknowledges and undertakes that it shall immediately notify the Contracting Authority in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The DPS Member shall provide to the Contracting Authority such details as the Contracting Authority may reasonably require in writing regarding any Replacement Personnel. The Contracting Authority shall have absolute discretion as to the suitability of any proposed Replacement Personnel

21. FORCE MAJEURE AND CONTINGENCY PLAN

- 21.1 In the event of any failure, interruption or delay in the performance of the Parties' obligations (or of any of them) resulting from any Force Majeure Event not reasonably within the control of the Party concerned ("the Affected Party"), the Affected Party shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations; and
3. the action proposed to minimise the impact of the Force Majeure.

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

- 21.2 If the Force Majeure Event continues for 60 calendar days either Party may terminate at 14 days' notice.
- 21.3 The DPS Member shall have in place a credible contingency plan (the "Contingency Plan") approved by the Contracting Authority that can be activated in case of an emergency or in unforeseen circumstances that will guarantee continuity of supply to all DPS Clients without exception within a reasonable timeframe. The DPS Member shall advise the Contracting Authority of any material change to the Contingency Plan (as approved by the Contracting Authority prior to the execution of this Agreement) from time to time and comply with any reasonable directions of the Contracting Authority regarding same.

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 CONTRACTING AUTHORITY 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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Appendix 5: Services Contract

The Office of Public Works

and

[Insert successful DPS Member's full legal name]

AGREEMENT

Relating to the

Request for Tenders for the establishment of a DPS for the provision of
regional architectural services (in six lots)

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY [MONTH] OF 2025 BETWEEN:

The Office of Public Works of Jonathan Swift Street, Trim, County Meath (“the Client”);
and

[DPS Member’s full legal name], of [address:] (“the Contractor”)

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

WHEREAS:

- A. By Request for Applications to Participate entitled “Dynamic Purchasing System for the provision of regional architectural services to the OPW” advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] (“the RFATP”) the Contracting Authority invited economic operators (“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 issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “RFATP Clarifications”). The RFATP (including the RFATP Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFATP dated [insert date of tender] (“the Application”). References to the Application shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the “Application Clarifications”). The Application (including the Application Clarifications) is hereby incorporated by reference into this Agreement.
- C. The Contracting Authority and the Contractor entered into a DPS agreement on [insert date of DPS Agreement] (the “DPS Agreement”). The DPS Agreement is incorporated by reference into this Agreement.
- D. In accordance with the DPS Agreement, by way of Request for Tenders dated [insert date of RFT] (“the RFT”), the Client invited responses from DPS Members for the provision of Services. References to the RFT shall include any clarifications issued by the Client via the messaging facility between [insert date] and [insert date] (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- E. The Contractor submitted a response to the RFT dated the [Date of Response] (the “Response”). References to the Response shall include any clarifications issued by the Contractor in writing to the Client between [insert date] and [insert date] (the “Response Clarifications”). The Response (including the Response Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The DPS Agreement;
 - iii. The RFATP;

- iv. The RFT;
 - v. The Application;
 - vi. The Response.
2. The Contractor agrees to provide the Services described in Schedule B (the “Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quantity, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFATP, the RFT, the Application and the Response (“the Specification”).
 3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
 4. For the purposes of this Agreement, the Client’s Contact is [insert contact name]; the Contractor’s Contact is [Contractor contact name: to be completed on signing] of [Contractor contact address: to be completed on signing].
 5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on [insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).

The Client reserves the right to extend the Term for a period or periods of up to twelve months with a maximum of five such extension permitted subject to its obligations at law.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFATP.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. 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.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client

(being a duly authorised officer)

SIGNED for and on behalf of the Contractor

Witness

Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement, and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4), to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.
- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor, and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the

exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to The Office of Public Works who may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred because of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Response ("Key Personnel"), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3. PAYMENT

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 4. The Client having the DPS Member's current Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;

2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 6. the status of the Contractor, as declared in the eESPD, which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
 8. the Client shall be under no obligation to purchase any minimum number or value of Services; and
 9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client regarding compliance with this clause 4A.10.
- B.** The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor regarding the warranties, acknowledgements representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

- The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of
- A.** duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B.** Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising

damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E.

Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed twenty per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

€20,000 ("the Retention Amount") which Retention Amount shall not at any given time exceed twenty per cent of the Charges. In such event the Client shall identify the particular Service with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

G. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

6. INTELLECTUAL PROPERTY

A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this

Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.

- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.
- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

- (i) procure the necessary rights for the Client to continue use;
- (ii) replace the relevant deliverable with a non-infringing equivalent;
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

- (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, together with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.
- H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
1. its professional advisers subject to the provisions of this clause 7; or
 2. as may be required by law; or
 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the Confidentiality Agreement as exhibited at Appendix 6 to the RFT "The Confidentiality Agreement".

The obligations in this clause 7 will not apply to any Confidential Information:

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
2. which is or becomes public knowledge other than by breach of this clause; or
3. is independently developed by the disclosing Party without access to or use of the Confidential Information.

is lawfully received by the disclosing Party from a third party (with full right to disclose).

- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly, the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

- D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before deciding on any request received under the above legislation. The Contracting 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 because of such obligations.
- E The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C. If the Force Majeure Event continues for ten calendar days either Party may terminate at 14 days' notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving one (1) month written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving one (1) month written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 - 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 - 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, 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;
 - 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 - 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor.
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E. If requested by the Client, the Contractor shall, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

- A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client, the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

- B. The Contractor agrees to:
1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
 2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
 3. comply with all reasonable directions of the Client; and
 4. comply with the service levels and performance indicators set out in Schedule D.
- C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing 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.
- D. 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 CEDR Ireland to appoint a mediator.
- E. 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.
- F. 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.
- G. 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 Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

- A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall be sent by email via eTenders. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. Email notices shall be deemed to have been served on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties regarding the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. SEVERABILITY

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

17. WAIVER

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

18. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

19. MEDIA

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflict of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be have any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act 1995 (as amended) a copy of which is available on request.
- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Prevention of Corruption Acts, 1889 to 2005 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

- A. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

22. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").

23. NON-SOLICITATION

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of ten (10) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. If either Party rejects the Impact Assessment, the change(s) shall not take place, and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Service, then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

A. In this Agreement the following terms shall have the meanings respectively ascribed to them:

“Data” means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

“Data Controller” has the meaning given under the Data Protection Laws;

“Data Processor” has the meaning given under the Data Protection Laws;

“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.

“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 Data which is Personal Data. Schedule E 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 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

(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 25 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 Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

[Complete when completing the contract]

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**

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 2025 BETWEEN:

The Office of Public Works of Jonathan Swift Road, Trim, County Meath (hereinafter “the Contracting 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 regional architectural services (in six lots)” (the “RFATP”) the Contracting Authority invited applications (“Applications”) to participate in a DPS for the provision of the Services described in Appendix 1 to the RFATP (the “Services”). The Contractor submitted a response to the RFATP dated the [insert date of Application].

The Contractor and the Contracting 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 Services 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 [Contracting Authority and/or 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 Contracting 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 Contracting Authority, the supply of Services 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 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 [Contracting 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 Contracting Authority; 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 Contracting Authority or the DPS Client, as applicable; or
- li which is or becomes public knowledge other than by breach of this clause; or
- lii 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 [Contracting Authority/ DPS Client] with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
- 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the [Contracting Authority/ DPS Client] including, if required,

completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority 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 [Contracting Authority/ DPS Client] all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting 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 [Contracting 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 [Contracting 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 [Contracting 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 [Contracting Authority/ DPS Client] 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. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

SIGNED for and on behalf of the [Contracting Authority/ DPS Client]

SIGNED for and on behalf of the Contractor

(being a duly authorised officer)	
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

[Complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

1.1 Subject matter of processing

1.2 Nature of processing

2. Categories of data subject

Appendix 7: Service Level Agreement

Preamble

This Service Level Agreement ('SLA') is concluded between:

- The Office of Public Works (the 'DPS Client'), Jonathan Swift Street, Trim County Meath, and
 - DPS Member,
- (the 'Parties')

The SLA is based on the Request for Applications to Participate ('RFATP') in a Dynamic Purchasing System ('DPS') for the provision of architectural services in six lots published on eTenders on 11 September 2025.

Overall Objective of the DPS Client

The overall objective of the SLA is to help the DPS Client achieve its overall objectives as set out in the RFATP and to ensure that individual projects are delivered to the highest possible standard thereby achieving value for money.

Objectives of the SLA

The objectives of the SLA are to:

- Ensure the Parties have a clear understanding of the expected service quality standards, performance levels, and the roles and responsibilities of the Parties.
- Provide guidelines in relation to the day-to-day operation of individual contracts awarded under the DPS Agreement.
- Set out a common understanding of the architectural services to be delivered under the DPS Agreement and the DPS Client's expectations in relation to contract fulfilment.
- Define a system of objective contract monitoring.
- Set out a system for appropriate and proportional contract management and reporting.

Scope of the SLA

The SLA shall be read in conjunction with the tender documents published on eTenders on 11 September 2025.

In the event of any conflict between the terms and conditions of these documents, precedence shall be given to:

- The DPS Agreement
- The Services Contract/COE1 for individual contract
- The RFATP

Commencement and Duration

The SLA will become effective once the DPS Agreement becomes operational and continues for the term of the contract, including optional extensions (ten years).

The DPS Client reserves the right to ask DPS Members to amend or update the SLA during the term of the DPS Agreement.

Any amendments to the SLA shall be in writing and shall be signed by both Parties.

The Architectural Services

It is agreed that DPS Members will provide architectural services for the DPS Client in relation to some or all of the following architectural services:

- Emergency, reactive and planned maintenance works.
- Capital works, including new build projects and extensions.
- Refurbishment and conservation work to existing buildings and sites, including heritage buildings.
- Retrofitting projects, including NZEB upgrades.
- Other services as may be determined by the OPW.

The detailed scope of the services are as set out in Appendix 1 to the RFATP.

Project Execution Plan

Once a DPS Member has been contracted, and if requested by the DPS Client, a detailed Project Execution Plan ('PEP') reflecting the DPS Client's project brief shall be submitted to the DPS Client within two weeks.

Each PEP shall contain details in relation to:

- Timelines
- Tasks and sub-tasks
- Milestones
- Deliverables
- Named resources at all levels and the allocation of these resources for the duration of the contract.
- The allocation of all cost items based on the DPS Member's approved quotation.
- (Where relevant) risks and proposed mitigation actions.

Contract Director

Every DPS Member shall appoint a Senior RIAI Registered Architect (or other resource as may be required by the DPS Client) to the role of Contract Director.

The Contract Director must have delegated authority to commit the DPS Member under the terms of the Services Contract/COE1 to deliver the project brief.

The primary role of the Contract Director is to manage the project in line with the agreed PEP.

Service Assumptions

The DPS Client will endeavor to secure internal approvals within a reasonable time.

The DPS Member shall respond in a prompt and professional manner to all service enquiries.

The delivery of the services shall be at the locations set out in the tender documents, including the offices of the DPS Client.

Roles and Responsibilities

The DPS Client is responsible for:

- Tendering for individual contracts and the determination of bespoke project briefs.
- Ensuring the DPS Member delivers value for money.
- Providing all necessary information, materials and approvals in a timely manner.
- Maintaining active communications with the DPS Member.
- Making timely payments on foot of the presentation of valid and approved invoices.

The DPS Member is responsible for:

- The delivery of the PEP in a timely and professional manner.
- Communicating any delays, project cost increases, and progress reports to the DPS Client in a timely manner.
- Maintaining the confidentiality of all the DPS Client's information and project details.

Quality Assurance

The DPS Member shall implement the quality assurance procedures and controls as set out in their Application Response Document during the delivery of individual projects.

Service Levels and Key Performance Indicators

The following targets are agreed.

PEP: The schedule of tasks and deliverables set out in bespoke project specific PEPs shall be implemented.

Costs: All projects shall be delivered based on the DPS Member's approved quotation (at the stage of a mini competition).

Quality Standards: Every DPS Member complies with the prevailing professional standards set by the RIAI.

Response Times: The following service level response turnaround times apply:

1. The DPS Member's Contract Director to deal immediately with any urgent advice requirements or queries during office hours (0900-1730hrs).
2. General ad-hoc advice requested by email will be responded to within two hours.
3. Complex advice requested by email will be responded to within three working hours maximum or a longer period by agreement.

Savings: If requested by the DPS Client, the DPS Member shall quantify the estimated operational savings and/or benefits that will result from every tender competition completed to contract award.

Knowhow and Knowledge Transfer: DPS Member shall engage with all the DPS Client's staff with the aim of improving their skills and knowledge.

Safe Working: No reportable incidents occur during the delivery of the project brief.

On completion of each works contract, the DPS Client may review the contractor's performance according to the following Performance Measurement Table.

OPW's Objective	Indicator	Measurement Period	Failure Level 1 (One Warning)	Failure Level 2 (Two Warnings)
Safe working	Health and safety incident	By task	Minor	Major
Delivery of works within specified period	Time	Quarterly	Some failure	Consistent failure
Working with client organisations	Client compliant	By task	Minor	Major
The contractor submitting valid tenders and missing no more than three submission deadlines	Contractor has missed no more than three tender deadlines	During of the contract	Minor	Major (Three or more occurrences)

The penalty for not meeting services requirements and contract specific Key Performance Indicators set out in the Services Contract.

As appropriate, the DPS Client may give the DPS Member an opportunity with two weeks to eliminate, rectify or remedy a fall in quality standards or a failure to meet tasks or deadlines set out in the PEP.

Reporting

The DPS Member shall:

1. Prepare regular status reports for every project as may be determined in the tender documents for individual contracts.
2. Submit a monthly progress report covering all tasks identified in the PEP. The report shall identify: i) tasks completed in the previous reporting period, ii) any significant variation(s) from the PEP: iii) any unforeseen significant events which may have an impact of service delivery during the following reporting period; iv) current and forecast costs per agreed task (as defined in the PEP), and, v) describe and validate deliverable and tasks for the next period.
3. Use the change control provisions of the Services Contract (section 24) in relation to any proposal for a modification to the contract.
4. Meet with the DPS Client on a quarterly basis to review progress and should issues arise to take whatever corrective action is deemed appropriate by the DPS Client.
5. Keep in regular contact with the DPS Client's designated Project Manager.

Project Progress Meetings

Representative of the DPS Client and the DPS Member shall meet monthly to monitor progress on the delivery of all significant contracts (those value over €35,000).

The agenda shall include:

- Approval of the minute of the previous meeting
- Actions arising from previous meeting
- Project status review report
- Review of project specific KPIs
- Budget review and forecast costs to the end of the contract
- The risk register (as appropriate)

Communications

On contract award, the DPS Member shall confirm the name of the designated Contract Director as the lead contact with the DPS Client.

All communications, including instructions from the DPS Client, shall be by email in preference.

As appropriate, the Parties shall use the DPS Client's file sharing software and shall always comply with the DPS Client's security protocols.

Any breach of these rules by the DPS Member shall be brought to the immediate attention of the DPS Client's designated Project Manager.

Financial Management

A unique Purchasing Order will issue for each contract under the DPS Agreement.

Draft invoices shall be submitted monthly on the 28th day of each month, or at other intervals as may be decided by the DPS Client, and in the format as may be set out by the DPS Client. Once approved by the DPS Client's designated Project Manager they shall be sent for payment.

The DPS Member shall provide a log of the time spent by all their personnel with their draft invoices.

VAT shall be itemized on each invoice.

Payments in euros of all valid invoices will be made within 15 days of their approval subject to a deduction in relation to Professional Services Withholding Tax.

Confidentiality

The provisions of the Confidentiality Agreement (Appendix 6 to the AFATP) apply in full in relation to this SLA, in particular in relation to data protection.

Disputes, Mediation and Arbitration

The relevant provisions of the Services Contact apply.

Complaints will be acknowledged by the DPS Client with 24 hours of their notification by the DPS Member's Contract Director.

Tax Compliance and Insurances

On the anniversary date of the SLA, the DPS Member shall provide the DPS Client with evidence of the company's current Tax Clearance status and insurances certificates held.

Signatories

By signing below, the Parties indicate their acceptance of all the terms and conditions of this SLA.

For the DPS Member

For the DPS Client

Date