

VOLUME 1: REQUEST FOR INFORMATION (RFI)

Group Procurement Delivering Solutions



Request for Information – P20720 Property and Facilities Management Services for Dublin Airport Central

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Part 1: The Opportunity and Purpose of this RFI

1.1 Terms & Conditions

- 1.1.1 Terms defined throughout this RFI shall have the meaning given to them in Section 15 (Definition of Terms).
- 1.1.2 daa is the “**Contracting Authority**” for this procurement competition.
- 1.1.2 The Contracting Authority wishes to put in place an agreement for the provision of (hereafter referred to as ‘the Contractor’) Property and Facilities Management Services at Dublin Airport Central.
- 1.1.3 This RFI and the accompanying RFI Questionnaire at Volume 2 are hereby made available to potential Applicants expressing an interest in the procurement competition.
- 1.1.4 The purpose of this RFI is to provide Applicants with background information on the nature, structure, and scope of the services. Applicants should also refer to the Contract Notice and the RFI Questionnaire at Volume 2.
- 1.1.5 Applicants’ attention is specifically drawn to Section 14 (Disclaimer) of this RFI.
- 1.1.6 This RFI seeks to provide guidance as to the likely function, quality, and standards of the services to be provided by the Contractor and to outline the process that is anticipated to be followed by the Contracting Authority in the evaluation and shortlisting of Applicants for this position.
- 1.1.7 In the event of any conflict between the information contained in this RFI, the Contracting Authority’s Requirements or the RFT, the following order of preference shall apply:
- a) the Contracting Authority’s Requirements.
 - b) the RFT.
 - c) this RFI.
- 1.1.8 Potential Applicants should note that Contracting Authority does not anticipate that it will make further information about the Services or the Competition available to Applicants at this stage of the Competition (save for responses to clarification requests).
- 1.1.9 The Contracting Authority reserves the right to make any announcements in respect of the Services at any time during the competition for the Services.
- 1.1.10 The Contracting Authority intends to shortlist up to between 3 and 5 Applicants from this Request-for-Information stage (RFI).
- Shortlisted Applicants will be invited to tender at the subsequent Request for Tenders stage (RFT).
- The Contracting Authority intends to enter a contract arrangement with a single supplier, on a non-exclusive basis, following the RFT stage.
- It is anticipated that the term of the contract will be for 60 months, with an option to extend for up to a further 0 months.
- 1.1.11 If you are awarded business by Contracting Authority you may be invited to register and use our supplier portal (oracle). When invited to use the supplier portal use will be mandatory as a condition of award. Further details will be provided to shortlisted Applicant’s in the RFT.

1.2 Response Required

- 1.2.1 The Applicant’s response to the RFI Questionnaire shall be forwarded with the fully completed documentation. Responses must be submitted through the e-tenders website only. Responses submitted by hand, post, fax, or email will NOT be accepted.

- 1.2.2 It is the responsibility of the Applicant to ensure that their response is uploaded to the e-tenders website on time. Applicants are advised to familiarise themselves with the e-tenders website and to allow plenty of time for upload. Responses must be received not later than the date and time notified to Applicants during the RFI period.
- 1.2.3 In responding to this RFI all Applicants must comply with the RFI and respond to each element of the RFI Questionnaire and in the order as set out in the RFI Questionnaire.
- 1.2.4 Responses submitted must be compiled such that they can be read immediately using word/pdf readers or any other programme as advised to Applicants.
- 1.2.5 The Contracting Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corruptible.
- 1.2.6 The responses shall be divided into sections with each section clearly responding to each of the questions asked. Responses should strictly follow the format and sequence of the questions asked. Information other than that required to answer the question should NOT be provided as it will not be evaluated. All submissions shall be in A4 format and comply with the limit set out in the Guidance Notes of the RFI Questionnaire.
- 1.2.7 File/folder titles should not include "&" in the title and should be kept to less than 240 characters.

1.3 Communications

- 1.3.1 Queries regarding this RFI will only be answered through the e-tenders messaging facility (www.etenders.gov.ie). Any questions sent directly to the Contracting Authority will not be answered. The latest date for the receipt of queries is as per the dates stated on eTenders, although the Contracting Authority may, at its absolute discretion (but will in no circumstance be obliged to), reply to queries received after that date.
- 1.3.2 A response may be made available to all other Applicants on the e-tenders website (www.etenders.gov.ie). Where an Applicant believes a query and/or response relates to a confidential aspect of its submission, the Applicant must mark such query confidential. In these circumstances the Contracting Authority will determine in its absolute discretion the appropriate course of action.
- 1.3.3 Subject to the above, it will be a requirement that Applicants, as well as their respective advisers, Contractors, servants and/or agents treat all exchanges with the Contracting Authority as confidential. Applicants may also be asked to enter into undertakings of confidentiality should it become appropriate to release confidential information to them.
- 1.3.4 The last date for the Contracting Authority to issue clarifications will be six (6) days before the date for submission of the RFI response.

1.4 Closing Date

- 1.4.1 Responses must be submitted not later than the closing date stated in the OJEU Notice. It is the responsibility of each Applicant to ensure that all materials are uploaded to the etenders website in time.
- 1.4.2 It is not contemplated that the closing date for the RFI responses will be extended under any circumstances.

1.5 Important Notice

- 1.5.1 The information in this document is preliminary only and will be superseded by the RFT. The information provided is offered in good faith for the guidance of Applicants, but no warranty or representation is given as to the accuracy or completeness of any of it and the Contracting Authority and their advisers shall not be under any liability for any error, misstatement or omission.

- 1.5.2 The Contracting Authority reserves the right to amend this RFI, its requirements and any information contained herein at any time by notice, in writing, to the Applicants.
- 1.5.3 Reference in this Section 1.5 (Important Notice) of this “RFI” shall include all information contained in the RFI and any other information (whether written, or in machine-readable form) or opinions made available during this stage of the Competition by or on behalf of the Contracting Authority, their respective advisers, Contractors, servants and/or agents in connection with this RFI or the Competition.
- 1.5.4 Applicants should obtain such legal, financial, tax or other advice as may be relevant to their participation in this competition, the preparation of their submissions and the entry into any contract.
- 1.5.5 Defined terms in other communications from the Contracting Authority concerning this competition shall have the meanings given to them in this RFI.
- 1.5.6 Applicants should note that any Contract award will be subject to production by the Applicant of a current Tax Clearance Certificate from the Revenue Commissioners in Ireland. Applicants should familiarise themselves with Revenue requirements by visiting www.revenue.ie. Any Contract award will also be subject to satisfactory confirmation from the Applicant’s insurers that the Applicant can comply with the insurance requirements of the Contract which are contained herein.
- 1.5.7 Tenderers should be aware that Relevant Contractors Tax (RCT) applies for construction works undertaken and that Professional Services Withholding Tax (PSWT) applies to professional service contracts. Where RCT applies, the tenderer will be expected to provide a valid RCT registration number which can be obtained from the Irish Revenue Commissioners. This registration number will be required before the contract can commence. Tenderers should familiarise themselves with these requirements and further details are available on the Irish Revenue’s website (www.revenue.ie).
- 1.5.8 The information as set out in this RFI is being made available on the basis that it is used only in connection with this submission and for no other purpose whatsoever.
- 1.5.9 Where personal information is requested from Applicants, this information will be kept confidential and will only be used for the evaluation of submissions and in the case an Applicant is successful to verify performance of the Contract. Applicants submitting personal information on behalf of their employees should only include information relevant to the response required (date of birth, nationality, address, etc. are not required). Applicants should inform their employees that personal data is being provided to the Contracting Authority plc as part of the tender submission. Where the Applicant is unsuccessful, the Contracting Authority will delete all personal data within six (6) year of advising the Applicant that they were unsuccessful. Where the Applicant is successful, the Contracting Authority will delete all personal information within six (6) years of contract end, for whatever reason. The Contracting Authority reserves the right if required under law to provide this personal information to the relevant authority.
- 1.5.10 Any attempt by an Applicant to influence this procurement competition through canvassing or other means shall result in their submission being rejected. If any Applicant is found to have at any time offered to give or have agreed to offer or to give to any person any bribe, gift, commission, or consideration of any kind as an inducement or reward for taking or forbearing to take any favourable action in relation to this procurement competition, such Applicant will be automatically excluded from this procurement competition.
- 1.5.11 Applicants attention is drawn to the application of the Competition Act 2002 - 2017. The Act makes it a criminal offence for Applicants to collude on prices or terms in a procurement competition.
- 1.5.12 All Applicants shall have documented Grievance, Disciplinary and Disputes Procedures and if requested to, must make available to the Contracting Authority immediately. Applicants should advise the Contracting Authority of any on-going or potential disputes at the time of Submission.

1.6 Information relevant to the contract

- 1.6.1 In certain circumstances the successful Tenderer (Supplier) will have access to personal data and the Contracting Authority will require them to sign a Data Processing Addendum or Data Processing Protocol and in discharging its obligations under the Contract, the Successful Tenderer will be responsible for and shall comply with all applicable data protection laws, including, Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) and the Data Protection Act 2018. The Successful Tenderer will perform the services and discharge its obligations

- under the Contract in such a way that the Contracting Authority complies with, and does not breach, its obligations under Data Protection Law.
- 1.6.2 During the performance of the Contract, the Successful Tenderer will have obligations in relation to taxation, environmental protection, employment protection and working conditions. Applicants may obtain information regarding their obligations in relation to:
- Taxation from the Irish Revenue Commissioners (www.revenue.ie).
 - Environmental Protection from the Environmental Protection Agency (www.epa.ie).
 - Employment Protection and Working Conditions from the Department of Jobs, Enterprise, and Innovation (www.djei.ie).
- 1.6.3 The Successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained by the Successful Tenderer for the purposes of the Services.
- 1.6.4 The requirement of the Acquired Rights Directive as implemented into Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 ("SI 131/2003"), may apply to staff currently employed by the incumbent operator of the concession the subject of the Competition.
- 1.6.5 It is the Contracting Authority's policy to operate in an environmentally, socially, and economically sustainable manner. It is anticipated that to the extent applicable, the Successful Tenderer will be required to comply with all applicable environmental laws, including (but not limited to) in relation to:
- Waste management.
 - Wastewater discharge.
 - Air emissions controls.
 - Environmental permits and environmental reporting.
- 1.6.6 The Successful Tenderer must also comply with any additional environmental and sustainability requirements and ethical manufacture practices specific to the products or services being provided to the Contracting Authority as may be called for in the RFT.
- 1.6.7 The Contracting Authority implements the Energy Management System ISO 50001. Where applicable, in respect of the Services, account shall be taken of, inter alia, the basis of the energy performance for equipment and services that are expected to have an impact on energy performance.
- 1.6.8 Any Registrable Interest involving the Applicant and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the submission or, in the event of this information only coming to their notice after the submission of a submission it should be communicated to the Contracting Authority immediately upon such information becoming known to the Applicant. The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995, a copy of which is available to download at www.finance.gov.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating an Applicant from the Competition or terminating the Contract.
- 1.6.9 The Contracting Authority operates a Supplier Performance Management process, and the Successful Tenderer may be evaluated against pre-defined Key Performance Indicators (KPI's) and failure to meet these KPI's may result in suspension or termination of the Contract.
- 1.6.10 In relation to Delivery Duty Paid "DDP", the bidder confirms that due to the United Kingdom exiting European Union that it will take into account all adjustments necessary in order to perform its obligations under this Tender and any contract if successful. No adjustment to pricing with the exception of a mandated adjustment in import tariffs or excise duties will be allowed over the duration of the Contract.
- 1.6.11 The client has appointed an authorised supplier, to manage and process all of the client's customs clearance requirements for goods being supplied to the client from outside of the European Union. This supplier must be used and the Contractor will be given instructions on how this account will be managed if needed. No other supplier will be accepted by the client in relation to customs clearance requirements.
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Part 2: Introduction to the Contracting Authority

The Contracting Authority, daa plc, formerly Dublin Airport Authority and formerly Aer Rianta, is a major international airport company employing over 3,000 people. The Contracting Authority's principal activities are airport development, operation, and management, Irish and international airport retail management, and international airport investment. A copy of the Annual Report and Financial Statements of the Contracting Authority is available on the Internet (www.daa.ie).

Dublin Airport Central

Dublin Airport Central comprises a fully let, multi tenanted business campus of over 41,000 sqm over four buildings. Most of the buildings are Grade A, LEED Gold certification, BER A3 and largely tenanted by office users. The site also provides for a host of ancillary buildings, cafe, car parking both multi storey and surface, bike parking compounds, approx. 1.25 acre landscaped urban realm as well as many tenant amenities.

It is positioned in a unique location directly adjacent to Terminal 2 at Dublin Airport which adds significant connectivity and also complexities.

It comes with an active planning grant for Phase 2 buildings and multi storey car park and an overall strategy for further development to be provided over the next 20 years.

daa wish to engage a framework agreement, seeking the following facilities and property management services from a suitably qualified provider for of the Dublin Airport Central development with services required, from Q1 2027. daa will manage this contract through a formal performance management regime, delivering a high performance service is key requirement of this contract.



Please visit www.dublinairportcentral.com for more information.

Part 3: Requirements

Dublin Airport Central

3.1 SERVICES REQUIRED

Provision of recognised industry standard property and facilities management capabilities to deliver the below listed services, or part thereof depending on the preference of the Contracting Authority;

Facilities (Hard and Soft) Management Services:

- Provision, Management and Supervision of service commons areas only:
 - cleaning services (contracts)
 - security service (contracts)
 - general building maintenance (contracts)
 - common areas in the properties
 - reception (concierge & help desk) services to multi-tenanted buildings
 - any tenant modification works or contractor works within the buildings
 - High Level Window Cleaning
 - Mechanical & Electrical Maintenance for all landlord plant and equipment

Provision of Property Management Services (including but not limited to)

- Establishing and managing client/tenant accounts for the estate & building management budgets as well formation and presentation of a full, auditable, service charge budget for review and agreement
- Health & Safety Management, tenant Handbook, Regulatory compliance management
- Car park management
- Energy Management of utilities as well as appropriate energy strategy to ensure most efficient energy use across the development to include software for ease of management
- Inspection of daa owned/leased properties and upkeep of records/drawings pertaining to same.
- Liaison with Local Authorities and utilities suppliers (this will involve, for example, liaison between a Local Authority and tenants regarding water shortages/stoppages or any other utilities issues and the payment of local commercial rates) and tenant relationship management
- Operate, manage and integration of BIM (Building Information Modelling), CMMS and/or GIS systems to co-ordinate the total property management of the portfolio, and provision of property management reports for areas such as, Actual Spend v Budgets, Fire and Health and safety, Insurance, asset register, asset maintenance (PPM and RM), Supplier Base Performance Management versus agreed KPIs, Asset management/capital expenditure strategy, Building Sustainability Strategy.
- Act as liaison with tenant through fit-out to occupation if required

Ad hoc works: Management and Delivery

The successful provider maybe required to undertake related estate management, property management and facilities management services over the term of the agreement, on an emergency of intermittent basis, ensuring adherence with the Security, Health & Safety and Insurance requirements and other applicable policies of daa plc.

3.2 Contract Length:

The intention of the contracting authority is to procure the services of a suitably qualified provider for a term of 5 years commencing in Q1 2027 with an option to extend for a further 2 years depending on performance in comparison with agreed service level agreements and key performance indicators. daa reserves the right to extend this contract to other daa commercial property buildings (if required) over the duration of this contract.

Part 4: Evaluation Process

- 4.1 The RFI evaluation will focus on the capacity of the Applicant, in the opinion of the Contracting Authority, to perform the Contract. Further detail of the criteria by which this will be assessed is set out in Section 7 below.
- 4.2 The RFI process will not involve Applicant presentations. Evaluation will depend upon the submissions only.

Part 5: Submissions by Groups

- 5.1 Applications may be submitted by single entities or by groups. The Contracting Authority acknowledges that, in order to offer the resources and range and depth of skills required, entities may wish to form a consortium that will apply to prequalify. Applicants are required, in the RFI Questionnaire, to identify a Lead Applicant, meaning the entity whom it is proposed will enter into the contract with the Contracting Authority, if the Applicant is successful. Where an Applicant is applying as a group, the Lead Applicant is the group member who will enter into the contract with the Contracting Authority.
- 5.2 Some of the questions in the RFI Questionnaire are to be answered by the Lead Applicant on behalf of the Applicant as a whole, while others are to be answered by the Lead Applicant in respect of their own operations only. The RFI Questionnaire identifies the entity(ies) who should answer each question.
- 5.3 Where the successful Applicant is a group/consortium, it is currently anticipated that the Lead Applicant will be required to be liable for the full performance of the services (with other members of the Applicant group, acting as sub-Contractors, entering into collateral warranties with the Contracting Authority if required by the Contracting Authority), although the Contracting Authority reserves the right to require the group/consortium to contract on any other basis the Contracting Authority considers appropriate, including on the basis of joint and several liability.

Part 6: Reliance on Resources

- 6.1 Where, in order to prove its financial and technical standing (including, for the avoidance of doubt, in relation to turnover), an Applicant, or any member of a group, relies on the resources/capacities of entities with which it is directly or indirectly linked, (including, for example, but not limited to, reliance on a parent company's resources/capacities) it must establish to the Contracting Authority's satisfaction that it will have available to it the resources/capacities of those entities or undertakings which are necessary for the performance of the Contract (for example by way of a letter from such entity to the Contracting Authority confirming that it will make such resources/capacities available if the Applicant is successful and that it will provide contractual confirmations satisfactory to the Contracting Authority if required to do so).
- 6.2 It is anticipated that Contracting Authority will require entities who offer resources or support to Applicants to contract on a joint and several basis, provide guarantees, collateral warranties, direct agreements or some other structure or contractual mechanism as the Contracting Authority considers necessary in order for it to have appropriate recourse to resources being relied on.
- 6.3 Where any Applicant is relying on the resources of another undertaking then, in addition to its response to Part A7 of the Questionnaire, the information required in any of the Questions in Part C and/or Part D of the RFI Questionnaire must be provided both in respect of the Applicant and in respect of the undertaking whose resources are being relied upon by the relevant Applicant. (For example, if a parent company is being relied upon for the purposes of meeting a financial robustness test, its accounts as well as those of the Applicant must be provided).
- 6.4 The Contracting Authority intends to evaluate the Applicant:
 - a) in respect of financial standing, based on the financial standing of the undertaking whose resources are being relied upon; and
 - b) in respect of technical standing, based on the technical standing of the undertaking whose resources are being relied upon and on the basis of the Applicant's own technical standing as appropriate.

- 6.5 In the event that the Contracting Authority deems that the evidence provided in respect of reliance on resources is insufficient (or where no reliance on resources is sought), the Applicant will be evaluated based on its own financial and technical standing.

Part 7: Procurement Procedure

7.1 General

- 7.1.1 The Contracting Authority anticipates that the tender process for the Services will be carried out within the indicative timeframe set out below:

Milestone	Date
Issue of RFI documents	03 rd Jul 2026
Latest date for Applicants to submit Clarification Requests	16 th Jul 2026
Latest date for the Contracting Authority to issue responses to Clarification Requests	29 th Jul 2026
Deadline for Submissions by Applicants	4 th August 2026
Shortlisting notification letters	18 th August 2026
Issue of RFT to shortlisted Applicants	End of August 2026
Tender responses submitted	September 2026
Notification of outcome	October 2026
Contract Award	January 2027

N.B. The dates above are indicative only and subject to change by the Contracting Authority.

- 7.1.2 Applicants should note that nothing in this document is intended to identify or define the tender award criteria. This information will be set out in the RFT.

7.2 RFI stage

- 7.2.1 Responses to the RFI Questionnaire returned by Applicants will be assessed in accordance with the Eligibility Requirements set out in Section 7.5 (Eligibility Requirements) and the Minimum Requirements set out in Section 7.6 (Minimum Requirements).
- 7.2.2 Applicants that satisfy the Eligibility Requirements and the Minimum Requirements will have their responses to the RFI Questionnaire evaluated in accordance with the Assessment Criteria set out in Section 7.7 (Assessment Criteria) and will receive a ranking.
- 7.2.3 Applicants who do not pre-qualify or are not shortlisted will be notified in writing by the Contracting Authority.

7.3 Process for Shortlisting

- 7.3.1 In order to be considered for shortlisting, Applicants should note that they:

Step One: must satisfy the Eligibility Requirements as set out in Section 7.5 (Step One);
Step Two: must meet the Minimum Requirements as set out in Section 7.6 (Step Two); and
Step Three: must receive at least the minimum mark specified in the Table in Section 7.7.

- 7.3.2 Only Applicants that pass steps one and two will be scored under Step Three. The Contracting Authority reserves the right to carry out all three steps in parallel at its convenience, but Applicants eliminated for failing to meet steps one and two will not be eligible for shortlisting. The remaining Applicants will be ranked in descending order based on the marks obtained for the Assessment Criteria under Section 7.7. Appropriately qualified Applicants will be progressed to the foregoing procedure.

The Contracting Authority intends to shortlist up to a maximum of five Applicants from this Request-for-Information stage (RFI). For the avoidance of doubt, qualified Applicants who are ranked th or lower shall not be shortlisted for the RFT stage.

7.4 Tie Break

7.4.1 In the event that the evaluation conducted in accordance with Section 7.7 (Assessment Criteria) results in a tie between two or more Applicants, then the Applicant with the highest marks in relation to criterion “Capability – Part 1” of the Assessment Criteria Table in Section 7.7 will be given the higher ranking.

In the event of a tie and there being no difference in score for the criterion “Capability – Part 1”, then the Applicant with the higher score for the criterion “Capability – Part 2” will be given the higher ranking.

In the event of a tie and there being no difference in score for the criterion “Capability – Part 2”, then the Applicant with the higher score for the criterion “Capability – Part 3” will be given the higher ranking.

If the Applicants cannot be separated and remain tied after this process, they will all be shortlisted to receive Tenders. In such circumstances, it is possible that more than three Applicants may be shortlisted.

7.5 Eligibility Requirements (Step One)

7.5.1 Subject always to the provisions of Regulation 89 of SI 286 of 2016 European Union (Award of Contracts by Utility Undertakings) Regulations 2016, and Regulation 57 of SI 284 of 2016 European Union (Award of Public Authority Contracts) Regulations 2016, the Contracting Authority will treat an Applicant as ineligible, or, at a later date during the Competition, disqualify an Applicant if any of the circumstances specified in (a) below apply; and may, at its discretion, treat an Applicant as ineligible or, at a later date during the Competition, disqualify an Applicant if any of the circumstances specified in (b) below apply:

a) The Applicant (or any member of the Applicant in the case of a group, or member of the administrative, management or supervisory body of the Applicant or such member, or person who has powers of representation, decision or control thereof) has been the subject of a conviction by final judgment, of which the Contracting Authority is aware, for one or more of the reasons listed at (i) to (vi) below, in each case as defined in Regulation 57 of SI 284 of 2016 European Union (Award of Public Contracts) Regulations 2016:

participation in a criminal organisation;
corruption;
fraud;
terrorist offences or offences linked to terrorist activities, or inciting, aiding or abetting or attempting to commit an offence;
money laundering or terrorist financing;
child labour and other forms of trafficking in human beings;
or the Contracting Authority is aware that the Applicant is in breach of its obligations relating to the payment of taxes or social security contributions and this breach has been established by a final, binding judicial or administrative decision.

Applicants requiring further details in relation to the above may contact the Contracting Authority.

b) The Applicant (or any member of the Applicant, in the case of a group):

has failed to comply with applicable obligations in the fields of environmental, social and labour law within the meaning of Regulation 18(4) of SI 284 of 2016 European Union (Award of Public Contracts) Regulations 2016; or

is bankrupt or is the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, it has entered into an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure under national laws and regulations; or

the Contracting Authority can demonstrate, by any appropriate means, has been guilty of grave professional misconduct, which renders its integrity questionable; or

has entered into agreements with other economic operators aimed at distorting competition, for which the Contracting Authority has sufficiently plausible indications; or

has a conflict of interest within the meaning of Regulation 24 of SI 284 of 2016 European Union (Award of Public Contracts) Regulations 2016, that cannot be effectively remedied by other, less intrusive, measures; or

has shown significant or persistent deficiencies in the performance of a prior public contract, which led to early termination of such contract, damages, or other comparable sanction; or

the Contracting Authority can demonstrate by any appropriate means that the Applicant is in breach of its obligations relating to the payment of taxes or social security contributions, unless the Applicant has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including where applicable, any interest accrued or fines; or

is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, or has withheld such information or is not able to submit the supporting documents required under Regulation 59 of SI 284 of 2016 European Union (Award of Award of Public Contracts) Regulations 2016; or

has undertaken to unduly influence the decision-making process of the Contracting Authority, or obtain confidential information that may confer upon it undue advantages in the procurement procedure or has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Each Applicant must submit a statement to the Contracting Authority advising whether or not any of the circumstances listed above apply (see Part B of the RFI Questionnaire). Entities being relied upon and proposed subcontractors must also complete this declaration. If an entity being relied upon or a subcontractor is in one of the situations listed above, the Contracting Authority may require that the Applicant replaces such entity/subcontractor with another entity/subcontractor to whom the grounds do not apply. In the event that the entity/subcontractor cannot be replaced with another entity/subcontractor to whom the grounds do not apply (including where the Contracting Authority concludes that to permit such replacement would be contrary to law), the Contracting Authority reserves the right to eliminate the Applicant from the Competition.

Any Applicant, member of an Applicant, entity being relied upon or subcontractor which is in one of the situations referred to above is invited to provide details of any factors or circumstances which it believes are relevant to the Contracting Authority's assessment of these grounds for exclusion. For example, where an Applicant is in one of the situations referred to above but has taken measures which it believes are sufficient to demonstrate its reliability, such Applicant may provide evidence of such measures to the Contracting Authority for consideration. Applicants should note that, with regard to the situations listed in a) above, the circumstances which the Contracting Authority may take into account before deciding whether or not to exclude an Applicant are prescribed by law, and Applicants are directed to Regulation 57 of SI 284 of 2016 European Union (Award of Public Authority Contracts) Regulations 2016 in this regard.

7.6 Minimum Requirements (Step Two)

7.6.1 Financial Robustness and Turnover

7.6.1.1 The Applicant must be, in the Contracting Authority's opinion, financially robust. The financial robustness of the Applicant will be evaluated on the basis of the Lead Applicant's financial robustness (assessed on their overall financial position at each of its last three financial year ends) based on a review of the financial and other information identified in the table at 7.6.1.3 below and required in accordance with the RFI Questionnaire. In respect of the financial statements, the Contracting Authority's review will include the profit and loss account, the balance sheet and cashflow statement.

In order to pass the financial robustness assessment an Applicant will be required to demonstrate profitability and cash generation, in the opinion of Contracting Authority, sufficient to service their debt obligations (if any) and other liabilities and to generate sufficient working capital to undertake the services required for the Contract and meet any liabilities which may arise under the Contract.

Where the Contracting Authority considers, based on its objective assessment of the information provided referred to in the table below, that an Applicant has not, on balance, demonstrated that it is financially robust, the Contracting Authority shall exclude the Applicant from further consideration in this process.

7.6.1.2 Where, for any valid reason, the Applicant is unable to provide the information requested in the RFI Questionnaire, it may prove its financial robustness by any other document which the Contracting Authority considers appropriate.

7.6.1.3 The following table provides the relevant RFI Questionnaire references with regard to financial robustness.

Required information	RFI Questionnaire Reference
Structure of the Applicant	Part A (3)
Reliance on Resources	Part A (7)
Financial Statements	Part C (1)(a)
Credit Rating	Part C (1)(b)
Legal Proceedings	Part C (2)
Insurance	Part C (3)

7.6.1.4 In addition to the above financial robustness requirement, the Lead Applicant must be able to demonstrate a minimum turnover of €3.0m in each of its last three financial years.

7.6.1.5 Applicants are permitted to rely on the resources of others to meet the minimum requirements identified in this section 7.6.1 in accordance with the provisions of Part 6.

7.6.2 **Insurance**

7.6.2.1 Applicants must demonstrate that they have or are capable of obtaining the following minimum levels of insurance as appropriate:

Insurance Type	Minimum Limit of Indemnity
Employers Liability	€13million (specific indemnity to daa noted on the policy)
Public/Products Liability	€6.5million (specific indemnity to daa noted on the policy)

Professional Liability	€6.5million (specific indemnity to daa noted on the policy)
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N.B. Please note that no policies are permitted to contain a terrorism exclusion.

- 7.6.2.2 Applicants must also provide details of any insurance claims made against the Applicant (or any entity comprising the Applicant) in connection with supplying the goods and/or services within the past five years (or in the process of being determined in the last five years), and where the Applicant (or any entity comprising the Applicant) has been found to have caused or contributed (through act or omission) to the relevant act or acts which gave rise to the claim. Where that is the case, please provide details of the mitigating measures put in place since that incident to ensure against future events.
- 7.6.2.3 Responses to this section shall be taken into account when assessing Applicants' experience pursuant to Section 7.7 below, under the sub-criterion which the Contracting Authority thinks is most relevant to the incident in question and regardless of whether the Services to which the incident relates is one of the Services which has been identified by the Applicant in its response to Section 7.7.
- 7.6.2.4 Applicants are permitted to rely on the resources of others to meet the minimum requirements identified in section 7.6.1 in accordance with the provisions of Part 6.
- 7.6.2.5 Further details on insurance requirements will be made available to shortlisted Applicants. The Contracting Authority reserves the right to review, amend and/or refine the insurance cover requirements at RFT stage, at contract negotiation/award stage, or at any stage during the term of the contract.

7.7 Assessment Criteria Minimum Requirements (Step Three)

7.7.1 Experience

7.7.2 In evaluating the experience of the Applicant, the Contracting Authority will award higher marks for experience in respect of Services which are more similar in size, nature, and complexity than those which are not. Each Applicant's responses to the sub-criteria identified in the table below (Part D of the RFI Questionnaire) will initially be allocated a mark between 0 and 5, where Excellent-5, Very Good-4, Good-3, Fair-2, Poor-1, Very Poor or No Response-0. This initial mark will then have a weighting applied to it (as set out in the table below), to determine the final mark allocated to the Applicant under that sub-criterion. The initial mark allocated will be whole numbers only and no half-marks will be given, so that a response might receive a mark of 5 or 4 but not 4.5

7.7.3

Experience Sub-Criteria	Experience being assessed	Initial Marks	Weight	Total Marks Available (Initial Mark x Weight)	Minimum Mark required
Capability –Part 1 Similar Experience	Refer to Volume 2 RFI Questionnaire Part D- Capability Part 1	0-5	12	60	36
Capability Part 2 Organisational capability (Management &	Refer to Volume 2 RFI Questionnaire Part D- Capability Part 2	0-5	5	25	15

Operations Capability)					
Capability Part 3 Organisational capability (Systems and Technology)	Refer to Volume 2 RFI Questionnaire Part D- Capability Part 3	Mandatory Pass Required	N/A	N/A	Pass
Capability – Part 4 Quality Management	Refer to Volume 2 RFI Questionnaire Part D- Capability Part 4	Mandatory Pass Required	N/A	N/A	Pass
Capability – Part 5 Sustainability A	Refer to Volume 2 RFI Questionnaire Part D- Capability Part 5	n/a	n/a	Mandatory Pass required on all questions.	n/a
Capability – Part 5 Sustainability B	Refer to Volume 2 RFI Questionnaire Part D- Capability Part 5	0-5	3	15	9
Capability -Part 6 Health & Safety	Submit response to Health & Safety questionnaire detailed in Part D (6) of Volume 2 RFI Questionnaire.	n/a	n/a	Mandatory Pass required on all questions.	n/a

7.7.4 Applicants must demonstrate the required financial and economic standing by providing details as set out in the RFI Questionnaire.

7.7.5 Applicants' technical capability shall be assessed by our evaluation of the details provided in response to the requirements as set out in the questionnaire. Applicants Health & Safety capability shall be assessed by evaluation of the details provided in response to the requirements as set out in the questionnaire.

7.7.6 Applicants must demonstrate the required legal standing by providing details as set out in the questionnaire.

7.8 Information

7.8.1 In order to assist the Contracting Authority to evaluate the extent to which an Applicant meets the requirements relating to technical capability, legal standing, economic and financial standing set out above, Applicants are required to provide all of the information requested in the RFI Questionnaire.

7.8.2 No Applicant may discuss with another Applicant any aspect of their submission or otherwise exchange information or collude in respect of this Competition. Any Applicant who fails to comply with this requirement may be disqualified.

7.9 Requirements

- 7.9.1 If a response to the RFI Questionnaire fails to comply in any respect with the requirements set out in this RFI or is ambiguous, the Contracting Authority will be entitled at its absolute discretion (but will not be obliged), to take such steps as it considers appropriate (at its sole discretion) including (but not limited to):
- a) rejecting the relevant response as non-compliant;
- or without prejudice to the Contracting Authority's right to reject the response;
- b) meeting with, raising issues and/or seeking clarification from the Applicant in respect of the relevant response;
 - c) requesting the Applicant to provide the Contracting Authority with information or items which have not been provided or have been provided in an incorrect form or on an incorrect basis;
 - d) waiving a requirement which, in the opinion of the Contracting Authority, is not material and/or is procedural; and/or
 - e) amending the relevant requirement and inviting the other Applicants to adjust their respective responses on the basis of such revised requirement.

The Contracting Authority may seek clarification of any aspect of the response.

Part 8: Conflict of Interest

- 8.1 Any conflict of interest or potential conflict of interest must be fully disclosed in writing to the Contracting Authority as soon as the conflict or potential conflict becomes apparent. Following receipt of such information the Contracting Authority will, in its absolute discretion, decide on the appropriate course of action.
- 8.2 Without prejudice to the above, the Contracting Authority recognises that there may be entities (such as key sub-Contractors) who wish to be involved with more than one Applicant, in this Competition. Where any entity wishes to participate in more than one Applicant/Applicants, it must contact the Contracting Authority promptly to seek consent. No entity may be involved with (including acting as advisor to or sub-Contractor to) more than one Applicant/Applicants without the prior approval of the Contracting Authority. Following notification, the Contracting Authority will take such steps as it considers appropriate, which may include prohibiting the entity from being involved with more than one Applicant/Applicants or making such involvement conditional on certain requirements being met. These requirements may include, but not be limited to, requiring certain information barriers to be put in place within the entity and requiring confirmation that each Applicant/Applicants with whom the entity is participating is aware of, and has no objection to, the participation on multiple teams.

Part 9: Change in Applicants

- 9.1 Any change in the ownership, structure or control of the Applicant or any entity comprising the Applicant after the Applicant has submitted its response to the RFI Questionnaire must be notified to the Contracting Authority in writing (prior to the submission of any tender or BAFO) and may lead to disqualification of the Applicant unless approved by the Contracting Authority in writing. The Contracting Authority reserves the right, at its absolute discretion, to withhold such approval for any such changes and to disqualify the Applicant concerned from any further participation in the procurement process.

Part 10: RFI Questionnaire

- 10.1 In order to assist the Contracting Authority to evaluate the extent to which an Applicant meets the requirements set out at Sections 7.5 and 7.6 and to evaluate the criteria at Section 7.7, Applicants are required to provide all of the information requested in the RFI Questionnaire, in the form required. The form of RFI Questionnaire is attached to this RFI. Please see the Guidance Notes in the RFI Questionnaire relating to the limitations on modifications to the form of RFI Questionnaire.
- 10.2 This RFI is being provided on the same basis to all prospective Applicants. As indicated at Section 1.1.8 above, no further information other than that referred to in, or provided in accordance with the terms of, this RFI will be provided to Applicants until the Request for Tender is provided to the shortlisted Applicants. Whilst reasonable endeavours have been made to inform potential Applicants of the requirements of the Services, Applicants should form their own views and conclusions about the methods and resources needed to meet these requirements.

- 10.3 Applicants are expressly and strictly prohibited from discussing with other Applicants any aspect of their response to the RFI Questionnaire or otherwise exchanging information or colluding in respect of the Services. Any Applicant who fails to comply with this requirement may be disqualified.

Part 11: Applicant Interviews / Request for Clarification

- 11.1 Without prejudice to the generality of Part 7.9 (RFI Requirements) the Contracting Authority reserves the right to request Applicants to attend interviews with the Contracting Authority before the relevant Applicants are shortlisted or to request clarification of any matter set out in an Applicant's response to the RFI Questionnaire. If this proves necessary, Applicants will be informed as soon as possible after receipt of the response. Note that Contracting Authority (in its absolute discretion) may not require any or all Applicants to attend an interview or clarify their responses and Applicants should draw no conclusion from such interviews or from any failure to request clarifications.
- 11.2 In addition, the Contracting Authority reserves the right to contact any referees provided in respect of Part D of the RFI Questionnaire.

Part 12: Confidentiality

- 12.1 Without prejudice to Section 1.3 (Communications) or to Section 1.1.9 (Publicity), the Contracting Authority reserves the right at its sole discretion to share the Applicants' responses to the RFI Questionnaire with relevant authorities or nominated professional advisers for the sole purpose of analysing or reporting on the responses.
- 12.2 The RFI shall be treated as private and confidential. Applicants shall not release details of this RFI and/or any accompanying documentation other than on a confidential basis to those who have a legitimate need to know, or whom they need to consult for the purpose of preparing their RFI Submission. Applicants shall not, at any time, release information concerning the RFI, the RFI Questionnaire, the application outcome and/or the Services for publication in the press or on radio, television, screen, Applicants' web sites or any other medium, either electronic or hard-copy.
- 12.3 Applicants should note that it will be a condition of the release of the RFT that all shortlisted Applicants enter into a non-disclosure agreement in respect of the information contained in this RFI and the RFT in such form as shall be provided by the Contracting Authority.

Part 13: Amendments to and/or Qualification of the RFI

- 13.1 If, as a result of:
- a) queries / requests or proposals (including those marked as confidential, and whether or not withdrawn);
 - b) any discussion or other communication between the Contracting Authority and an Applicant;
 - c) developments in the Contracting Authority's procurement programme, the Services, the market, and/or legal requirements; or
 - d) otherwise
- the Contracting Authority is of the opinion that a clarification of, and/or amendment to, the RFI and/or additional information is required to be issued, then the Contracting Authority will be entitled to make any such clarification of, and/or amendment to, the RFI at any time.

Part 14: Disclaimer

- 14.1 The Contracting Authority has prepared this RFI with its professional advisers for the sole purpose of inviting expressions of interest from potential Applicants. The information set out in the RFI and the RFI Questionnaire is being made available on condition that it is used only in connection with the pre-qualification exercise and for no other purpose whatsoever. The information is indicative only and does not

purport to contain all the information that an Applicant may require in connection with the Services and Applicants must rely on their own enquiries in this regard. The information set out herein will be superseded by the Request for Tender (RFT).

- 14.2 The Contracting Authority and its professional advisers have taken all reasonable care to ensure that the material set out in the RFI is true and accurate in all material respects as at the time of publication. However, the documents do not purport to be in any way comprehensive in respect of all matters relevant to the Contracting Authority's requirements for the Services or to have been independently verified. Neither the Contracting Authority nor any of its professional advisers accepts any liability or responsibility for the accuracy, adequacy or completeness of the information set out herein.
- 14.3 Neither the Contracting Authority nor any of its professional advisers will be liable or responsible for any opinion, statement, or conclusion contained in, or any omission from, the RFI or for any other written or oral communication made available during the course of the pre-qualification process. No representation or warranty is made in respect of such opinions, statements or conclusions. No contract to be entered into with a successful Applicant will contain any representation or warranty in respect of the RFI.
- 14.4 This RFI and the RFI Questionnaire do not constitute an offer to enter into a contract and neither the documents themselves nor any of the information set out therein should be regarded as a commitment or representation on the part of the Contracting Authority or any other person to enter into a contractual arrangement. None of the information set out herein will constitute a contract or part of a contract between the Contracting Authority and any Applicant, including (but not limited to) a contract about this Competition. No legal relationship or other obligation shall arise between any Applicant and the Contracting Authority (other than an Applicant's irrevocable offer to keep its tender open for the prescribed period and any confidentiality obligations imposed on the Applicant pursuant to this RFI) unless and until a contract has been formally executed in writing by the Contracting Authority and the Applicant, or a letter of acceptance has been issued by the Contracting Authority to the Applicant, and any conditions precedent to such document's effectiveness have been fulfilled. No reliance shall be placed on any information or statements contained in this RFI, and no representation or warranty, express or implied, is or will be made in relation to such information/statements.
- 14.5 The Contracting Authority reserves the right, at any time and without notice or liability, not to proceed with some or all of the Services, to terminate the procurement process (or any part thereof), to change the basis of and the procedures for the bidding process and/or to procure the Services by alternative means if, in the Contracting Authority's opinion and at its sole discretion, it appears that the Services can be thereby more advantageously procured. In addition, the Contracting Authority reserves the right to amend this RFI, its requirements and any information contained herein at any time by notice in writing to the Applicants.
- 14.6 The Contracting Authority, and its professional advisers will bear no liability whatsoever to anyone whether participating in this Competition or not and, for the avoidance of doubt, will not be liable for any costs or losses incurred howsoever arising in connection with the Competition including, without limitation, any loss of profit or other economic loss incurred.
- 14.7 Recipients of this RFI in jurisdictions outside the Republic of Ireland should inform themselves about and observe all applicable legal requirements in such jurisdictions. In particular, the distribution of this RFI in certain jurisdictions may be restricted by law and, accordingly, recipients represent that they are able to receive this RFI without contravention of any unfulfilled registration requirements or other legal restrictions in the jurisdiction in which they reside or conduct business.
- 14.8 Irish law is applicable to this RFI and the Irish courts shall have exclusive jurisdiction in relation to any disputes arising from the RFI. Each Applicant's acceptance of delivery of the RFI constitutes its agreement to, and acceptance of, the terms set forth in this disclaimer.

Part 15: Definition of Terms

Defined terms used in this RFI or in the RFI Questionnaire shall have the meaning given to them below.

"Applicant" means the entity which submits a response to the RFI Questionnaire for the Services, which may be a single entity or a group.

"Applicant's Authorised Representative" means the person authorised by an Applicant and identified in Part A2 (Applicant's Authorised Representative) of the RFI Questionnaire, to act on behalf of the Applicant in dealings with the Contracting Authority.

"Assessment Criteria" means the criteria referred to in Section 7.7 (Assessment Criteria) of this RFI.

"Competition" means the competition for the Services.

"Contract Notice" means the advertisement despatched on eTenders for publication in the OJEU.

“Contracting Authority” means daa.

“daa” means daa plc.

“Eligibility Requirements” means the eligibility requirements referred to in Section 7.5 (Eligibility Requirements) of this RFI.

“Contracting Authority’s Requirements” means the document(s) to be issued to shortlisted Applicants further detailing daa’s Services delivery requirements.

“Employer” means the Contracting Authority.

“KPI” means key performance indicator.

“Lead Applicant” means the entity whom it is proposed will enter into the contract with the Contracting Authority, if the Applicant is successful.

“Minimum Requirements” means the minimum requirements for shortlisting referred to in Section 7.6 (Minimum Requirements for RFI) of this RFI.

“OJEU” means Official Journal of the European Union for submission of the RFI Submission.

“Services” means the provision of a Service Provider to assist the Contracting Authority in the scope as described in more detail in Sections 1 and 3 of this RFI;

“Request for Tender” means the RFT document and any appendices thereto and any other information (whether written or oral) or opinions made available during the Request for Tender stage of the competition by or on behalf of the Contracting Authority or its professional advisers, Contractors, Contractors, servants and/or agents in connection with the Services.

“RFI Questionnaire” means the questionnaire accompanying this RFI to be completed by Applicants interested in developing the Services.

“Applicants” means the Applicants qualified, shortlisted and invited to tender for the Services.