

**Request for Tenders dated 07/07/2026
for the provision of
A FRAMEWORK OF SPECIALIST SERVICE PROVIDERS
FOR THE AWARD OF SERVICES CONTRACTS SERVING
A STATEWIDE ENERGY CONSERVATION INITIATIVE IN
CENTRAL GOVERNMENT & PUBLIC SECTOR
BUILDINGS. R1**

CfT8598839-OPWE0126

Tender procedure: Open procedure

Tender Deadline 28/08/2026 16:00hrs

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Part 1: Introduction

1.1 The Office of Public Works (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“CFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this CFT (the “Services”).

1.2 In summary, the Services comprise: To assist with the administration of OPW's Optimising Power @ Work energy efficiency campaign, the Office of Public Works (OPW) intend to establish a Framework from which Energy Specialists providing professional services in the areas of staff energy awareness, Behavioral Change, Energy Auditing/Reporting, Optimisation of Building Management Systems (BMS) and controls in Central Government and Public Sector Facilities, may be appointed. These facilities may include Hospitals, Prisons, Third Level Education Institutions, Laboratories, Data Centres, Office Accommodation, County Councils and other Public Sector buildings.

Over 50 large facilities participate in Optimising Power @ Work's Wider Public Sector programme currently. The contracts associated with these participants will expire during the new framework term and in many cases will be due for retendering under the new framework rules. (subject to approvals) In addition approximately 15No facilities have applied to join the programme.

Up to five suitable Energy Specialist service providers shall be appointed to the framework.

The CFT includes notional tenders requests for a representative sample of the type of facilities that participate in the programme. The rates quoted in the notional tender returns will form the cost basis for the award of future contracts from the framework in accordance with the framework rules.

The success of the Optimising Power @ Work programme relies on 3 fundamental elements:

1. Technology: Energy loggers, meters & reporting. As the programme commences in a building/campus, energy metering equipment may be installed. From the recoded data, benchmark energy consumption is established, energy reports are generated, targets are set and performance is measured against these targets during the contract term. The energy monitoring equipment is installed by others as required but the system is periodically validated by the appointed service provider during the contract term.

2. Specialist Resources: Energy advisors are appointed from the framework to work with energy teams in each building.

3. Staff Engagement: Active energy teams comprising managers, staff and other key stakeholders in each building

The purpose of this CFT is to select suitable energy specialists for appointment (as per item No.2 above) to a framework for the provision of specialist energy services as described in the services requirements. .

1.3 *Not Used*

This public procurement competition will be divided into lots (each a “Lot”) as described below. Each Lot will result in a separate contract.

- 1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued for a term of **24 Months** (“the Term”).

1.5

The Contracting Authority reserves the right to extend the Term for a period or periods of up to **one year** with a maximum of **three** such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.

- 1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed **Framework Services Contracts** may amount to some €2M (excl. VAT) over the Term and any possible extensions. Tenderers should note that this figure is an estimate based on current and future requirements from the framework. These requirements may change over time and all contract awards are subject to further approvals.

- 1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) 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 Contract 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 Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This CFT does not constitute an offer or commitment to enter into a Services Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

2.1.3 This CFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers 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 Tenderer in response to this CFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, 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 Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for

providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

- 2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

- 2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the CFT.

2.2 COMPLIANT TENDERS

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender 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 clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
- (b). To submit all documentation which this CFT requires to be submitted with their Tender;
- (c) To follow the format of this CFT and respond to each element in the order as set out in this CFT;
- (d) To conform to and comply with all instructions and requirements set out in this CFT;

- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this CFT in any way.

2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 SERVICES CONTRACT

- 2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 5 to this CFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Contract.

2.4 ACCEPTANCE OF CFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this CFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer'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 a Tender in response to this CFT, 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. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the “Submit” button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Deadline.

- 2.6.2 Tenders must be received not later than **16:00hrs on 28th August 2026** (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this CFT .
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF format. EXCEL formats are required for the pricing schedule but MUST be accompanied with a PDF copy or similar uneditable version for record. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers 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 CFT must be directed to the messaging facility on www.etenders.gov.ie. Queries/ clarification requests will be accepted no later than **12:00hrs on 22nd July 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly 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 www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this CFT 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 Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (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 All Tenderers must complete the Pricing Schedule at Appendix 2 to this CFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 120 days commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this CFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this CFT.
- 2.10.6 **Not Used**

Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the [] has increased or decreased in the edition of that index published by the [] most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1** In the performance of any Services Contract awarded, the successful Tenderers 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** Tenderers 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 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), Tenderers 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 as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any Services Contract pursuant to this Competition 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 Tenderer or Subcontractor 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 Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or 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, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS CFT

Where reference is made to a particular item, source, process, trademark, or type in this CFT 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** Tenderers 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 may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If 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 Tenderer. The Contracting Authority will, where possible, consult with Tenderers 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 as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer 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 successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer 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 a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the

Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 *Not Used*

2.20.2 *Not Used*

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€13million
Public Liability	€6.5million
Product Liability	Not Required
Professional Indemnity	€1million (minimum for each occurrence)

2.21.2

By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

2.21.3 The successful Tenderer will, during the term of the Services Contract, be required to:

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

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer 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 eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate eESPD in respect of each such entity, 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 Tenderer.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;

- (iii) 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;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, 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 CFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this CFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this CFT.

3.2 SELECTION CRITERIA

- 3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Declared in the first instance via eESPD

Section/ Description	Requirement	Minimum Score for Selection	Available Score
Section 1: The Tenderer	1.1 Declare via eESPD that the Organisation is relevant to the required services provision with a management structure and adequate resources to deliver the service requirements.	Pass	Pass/Fail
	1.2 Declare via eESPD that the organisation meets the following Financial status criteria:	Pass	Pass/Fail
	1.2 Can provide turnover, cash flow and profit details for previous 3 years.	Pass	Pass/Fail
	1.3 Has an annual turnover greater than or equal to €250,000 per annum	Pass	Pass/Fail
	1.4 For joint bids can provide the above financial information for all parties participating in the bid.	Pass	Pass/Fail
	1.5 Is in a position to provide evidence of items 1.1 – 1.4 above within 14 days of receiving a request from the Contracting Authority.	Pass	Pass/Fail

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.B Technical and Professional Ability

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

Declared in the first instance via eESPD

Section/ Description	Requirement	Minimum Score for Selection	Available Score
Section 2: Reputation and Experience	2.1 Reputation and experience - Bidders must have recent experience (within the past three years) of delivering projects of similar scope and scale	Pass	Pass/Fail
	2.2 Bidders must be in a position to provide a detailed description of services of a similar nature, size and scope delivered by the Bidder in the last 3 years	Pass	Pass/Fail
	2.3 Bidders must be in a position to provide references for services similar in size, scope and nature or other relevant references.	Pass	Pass/Fail
	2.4 The Bidder is in a position to provide evidence of item 2.1 – 2.3 above within 14 days of receiving a request from the Contracting Authority.	Pass	Pass/Fail
Section 3: Personnel	3.1 Provide details of the manager/director charged with overall responsibility for the delivery of the contract for the organisation.	Pass	Pass/Fail
	3.2 The Bidder is in a position to provide evidence item 3.1 above within 14 days of receiving a request from the Contracting Authority.	Pass	Pass/Fail
Section 4: Capability	4.1 Provide details of average manpower, in the relevant area of energy conservation, over the past 3 years. Resources must be adequate to meet the service requirements of this project and any other similar projects currently being undertaken by the bidder.	Pass	Pass/Fail

	4.2 Confirm whether the resources as proposed by the Bidder in Award Criteria C will be dedicated to this contract or if it is intended to deploy these resources to other projects on a simultaneous timeline. 4.3 If it is intended to share the proposed resources in Award Criteria C with other projects on a simultaneous timeline then the Bidder must confirm the time allocation attributed to this contract for each resource (expressed as a percentage) 4.4 The Bidder is in a position to provide evidence of items 4.1 – 4.3 above within 14 days of receiving a request from the Contracting Authority	Pass Pass Pass	Pass/Fail Pass/Fail Pass/Fail
Section 5: Quality	5.1 Evidence of the organisations approach to quality assurance to include - control systems, policy, accreditation, standards, and communications. 5.2 How the Organisations QA system will be applied to this project and what key Quality drivers will be important for the success of the project. 5.3 The Bidder is in a position to provide evidence of items 5.1 – 5.2 above within 14 days of receiving a request from the Contracting Authority	Pass Pass Pass	Pass/Fail Pass/Fail Pass/Fail
Section 6: Health and Safety	6.1 Evidence of the Organisations approach to managing Health & Safety. - Including Policy, accreditations, benchmark standards, and training. 6.2 Describe any specific risks that are likely to be encountered on this project and how these will be mitigated 6.3 The Bidder is in a position to provide evidence of items 6.1 – 6.2 above within 14 days of receiving a request from the Contracting Authority	Pass Pass Pass	Pass/Fail Pass/Fail Pass/Fail

Note: The Contracting Authority may request evidence relating to section 3.2A and 3.2B at an early stage or at any stage in the assessment process or during a mini tender competition associated with this framework or during an awarded service contract term. Failure to provide this evidence in a timely manner when requested to do so or the failure of such evidence to adequately meet the Selection Criteria will render the bid void.

3.3 AWARD CRITERIA

- 3.3.1 Places on the Framework will be appointed on the basis of the most economically advantageous tender(s) as identified in accordance with the following award criteria:

Refer to Appendix 2: Pricing Schedule for more details on the requirements for

Award Criteria A, B, C & D

Criterion	Maximum Marks [Min Mark]*
A: Provide an outline project plan including typical timeframes, for the delivery of the Service as described in this CFT. This criterion is linked directly to the Appendix 2: pricing schedule and must reflect the requirements of the pricing schedule and the quantities specified in the works requirement. <i>(Maximum Word Count = 2,000 words)</i>	25[15]
B: Provide a building energy conservation plan. This criterion is non-prescriptive and the response is not expected to directly reflect the requirements of the Appendix 2 pricing schedule. The contracting Authority is specifically looking for the respondent to demonstrate a creative and innovative approach to keeping energy conservation firmly on the agenda in participating buildings and to keeping staff engaged and motivated. The Service Provider should describe how they would ideally approach an Optimising Power @ Work engagement plan in each type of facility. The response should reflect the works requirements in terms of activities but not necessarily the quantities specified in the CFT. The response should also include strategies and activities recommended by the respondent that are not specifically detailed in the works requirements. The response should highlight specific engagement strategies and activities for each type of facility, listing activities that are common to all facility types (40 marks) and detailing recommended activities specific to each facility type in turn: i) Hospital, ii) 3rd level education campus, iii) Specialist facilities. (60 Marks). This award criterion is not Linked to Appendix 2: pricing schedule <i>(Maximum Word Count = 2,000 words)</i>	100 [60]
C: Provide details of the management and resources to be applied. For this notional tender the respondent does not have to name individuals but must detail the resources to be applied for each bundle (A-C) in the CFT and describe how they will be managed. This criterion is linked directly to the Appendix 2: pricing schedule and must reflect the requirements of the pricing schedule and the quantities specified in the works requirement. <i>(Maximum Word Count = 500 words)</i>	20 [12]

D: Provide a fee for the work: The costs provided must be exactly as per the Pricing Schedule for Notional Tenders in Appendix 2 of this CFT. The Appendix 2 pricing schedule is prescriptive. It provides a uniform pricing platform for all respondents and it will determine rates for each of the items detailed in the services requirements. These rates will be used as the basis for awarding future contracts from the framework as per the framework rules.	125
E: Appendix 3: Tenderer's Statement - must be completed and returned with the CFT. Failure to do so may void the CFT response.	PASS/FAIL
F: Appendix 4: Declaration as to Personal circumstances of Tenderer - must be completed and returned with the CFT. Failure to do so may void the CFT response.	PASS/FAIL
G: Appendix 6: Confidentiality Agreement	PASS/FAIL
H: Regions where the Services are offered by the Service Provider - Leinster, Connacht/Ulster & Munster (30 marks), Two regions only (25Marks), One Region only (20 mark)	30 (20)

*The "Min Mark" shown in brackets "[]" for certain criteria above is the minimum mark that must be scored by the tenderer for the particular criterion. Where a tenderer fails to score the minimum mark in any criterion, the tender will not be considered further and for the purposes of the award assessment will be considered non-compliant. Responses must adhere to the word count limits set in the criteria.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this CFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

- 3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 15 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the requirements in this part of the CFT and submit a detailed description in each case which demonstrates how these requirements will be met and their approach to the proposed delivery of the Services. An affirmative statement by the Tenderer reiterating the tender requirements is not sufficient in this regard.

A1.1 General: The objective of this programme is to achieve an average saving of 20% in the frameworks portfolio during the contract term (when compared to the existing benchmark year for each building). The existing average savings are approximately 11% across all participating buildings in the existing framework. The savings will be achieved by building on the successes of existing *Optimising Power @ Work* participants and engagement with new members of the programme. The campaign is largely based on energy consumption monitoring, behavioural change and staff engagement activities, energy awareness activities, elimination of waste and low cost capital investment projects where a low level of investment leads to a beneficial payback.

- a) A primary focus of this initiative is staff participation. This area presents significant opportunities for energy savings. The appointed Service Provider will be required to engage directly with staff at all levels within each organisation and each building. Under the direction of an appointed OPW Engineer, the Service Provider shall organise workshops, talks / lectures, communication campaigns, electronic reports, local competitions, etc. Refer to the services requirements task list for further information.
- b) The appointed Service Provider shall be required to survey the buildings and establish how and where energy is used. They shall identify areas where energy savings can be targeted and provide guidance to staff on how this can be achieved. They shall monitor progress against targets and report regularly as per the service requirements via “on site” meetings with energy teams within the buildings. The Service Provider will be required to identify changes and improvements in the building services and other aspects of the building that will improve energy efficiency.
- c) The Service Provider shall be responsible for the preparation and dissemination of practical guidance and information on the conservation of energy specifically tailored to each particular facility. Regular reporting (either monthly or weekly depending on the requirements of the local energy team) to staff on the energy performance of their building in an informative and interesting format is an important element of the programme.
- d) A preliminary energy audit of each facility shall be conducted as per the works requirements. This shall be reviewed and updated on an annual basis. A list of prioritised projects (based on most favourable payback) shall be prepared. These will be reviewed regularly by the OPW.

- e) In certain circumstances (e.g. State imposed travel restrictions or social contact restrictions) it may be necessary for certain elements of the programme to be delivered online or temporarily suspended. In such cases special arrangements will be agreed with the contracting authority regarding the provision of services under the contract.
- f) Some tasks require confirmation from the contracting authority before execution. These are clearly flagged in the pricing document with the phrase "Written Confirmation Required prior to Execution" Notwithstanding this however costs associated with all tasks listed in the pricing document shall be included and submitted by the bidder.
- g) Appointments to the framework shall be made on a national basis. There will be a maximum of five Service Providers appointed to the Framework. In order to facilitate participation from SMEs submissions will also be considered from respondents who can offer services in specific regions only. For example: Leinster only Ulster/Connacht only, Munster Only. Respondents should refer to the award criteria in Part 3, Section H of the CFT for details and clearly indicate the regions where services are offered.
- h) The framework agreement in Appendix 7 shall be used for appointing participants to the framework
- i) The contract agreement in Appendix 5 shall be used for awarding future contracts to framework participants in accordance with the framework agreement rules. Appendix 5 is issued for information only and does not form part of the CFT response
- j) The service requirements are divided into contract management and administrative tasks and building specific tasks. These task lists are priced separately in the pricing schedule.

A1.2 Contract Management and Administrative Tasks

- a) **Contracts Manager** - The Service Provider shall appoint a Contract Manager who will be responsible for engaging with the Contract Manager(s) from the other appointed Service Providers and the OPW Steering Group for day to day queries. The contracts manager shall develop an overall programme and engagement plan and be responsible for the management and coordination of all assigned buildings.
- b) **Steering Group Meetings** - Monthly Steering Group Meetings (SGM) are chaired by the OPW and attended by representatives from the service providers on the framework that have been awarded contracts. This meeting forum will discuss and review all aspects of the project. The Service Provider will be represented on the steering group by the Contract Manager as a minimum.

The steering group will meet on a monthly basis throughout the project. 8No. meetings during the contract term (24months) will be face to face meetings requiring physical attendance by the service provider at the meeting location. The meetings will be held in

Dublin and will be approximately two hours in duration. The remaining meetings will be online with a duration of approximately 1.5 hours. The meetings will be chaired by OPW.

A lead service provider is appointed under a separate contract to collate and present a detailed monthly progress report for the entire Optimising Power @ Work portfolio. Service providers awarded contracts under this framework shall prepare a monthly report in a standard format (as directed by the OPW and described in section c below) for each steering group meeting. This information shall be submitted to the lead service provider one week in advance of the steering group meeting for collation and insertion to the meetings presentation pack. The lead service provider will present the main report to the steering group. Framework participants that have been awarded contracts shall be in attendance to respond to queries on the main report as they relate to their assigned buildings.

The Service Provider shall also present an update on a representative sample of their assigned buildings at each monthly steering group meeting. Different buildings should be chosen in rotation for each steering group meeting to ensure that all assigned buildings are regularly reported on during the contract term. The assigned energy advisor for the given facility should be in attendance to assist with presenting these updates.

The presentation should be no more than 15 minutes in duration and will summarise

- The work carried out in the chosen building/facilities by the Service Provider during the previous month(s).
- Energy savings and progress against targets
- Insights on how energy savings have been achieved or reasons why energy consumption has increased.
- Register of opportunities update
- Details of specific initiatives that have been taken or are proposed in the building(s).
- measures taken to optimise energy consumption trends and insights for the subject building(s)
- Holiday shut down impacts (if appropriate)
- Challenges faced with delivering the programme in the subject building(s)

A copy of the steering group presentation shall be forwarded to the OPW in electronic format by the lead service provider after the Steering Group Meeting.

- c) **Steering Group monthly reports** - The Service Providers contribution to the monthly steering group management report shall detail the performance of each assigned building in the campaign in terms of energy savings, emissions savings, cost savings and any other metrics that may be required by the OPW. The report shall also provide information on current overall performance in the campaign of particular sectors of the programme e.g. naturally ventilated office blocks, air conditioned office blocks, etc. and reports per sector e.g. OPW building stock, third level education, healthcare, prison service, County Councils etc.

In particular the following information shall be provided for the report:

- Activity levels in each building/area: i.e. no. of energy team meetings, night audits, BMS audits, senior management meetings, etc.
- The current energy performance of each building compared to its benchmark
- The overall performance of the building(s), i.e. current total percentage savings in energy, emissions, costs, etc.
- A Register of Opportunities for Energy for zero and low cost projects (low capital expenditure/quick payback) that have been identified in the facility/building
- Energy metering validation status

The report will give details on Energy/Emissions and shall outline the performance of each building compared to its baseline (benchmark year) in terms of energy usage, emissions and costs (calculated using a pre-agreed unit rate for each fuel source). It shall also detail overall performance of the campaign in total usage terms. Thermal and electrical consumption shall be reported separately. Total energy consumption shall also be reported. Thermal fuel consumption will be corrected for weather related factors using an agreed degree day correction formula.

Energy Performance Indicators (EnPI) shall be generated for each building using agreed metrics. The EnPI's shall be calculated in accordance with requirements of "ISO 50006:2014 Energy Management Systems -- Measuring Energy Performance using Energy Baselines (EnB) and Energy Performance Indicators (EnPI) - General Principles and Guidance". Buildings of similar type or function shall have their EnPIs grouped.

The report shall be IPMVP and "ISO 50015:2014 Energy Management Systems - Measurement and Verification of Energy Performance of Organizations" compliant. Buildings not meeting certain energy performance criteria (non-compliant buildings shall be notified to the OPW for review.

- d) **Annual Report** - The Service Provider will be required to prepare a detailed Annual Report on progress and highlight campuses that are under-performing during the course of the project. The reports will consist of tabulated data, graphical representations of the data where appropriate and detailed analysis and commentary. The report will contain a summary of progress made in each campus, the savings achieved, the level of engagement in each building, a comparison of savings with targets, etc.

A1.3 Building Specific Tasks

- a) **Establishment of Energy Team** - The Service Provider, in conjunction with the OPW, shall be responsible for liaising with Senior Management within the building to establish an energy team from the staff compliment. Energy team members may be staff specifically employed in management, sustainability, facilities or technical services roles or indeed staff volunteers. The Service Provider shall prepare role profiles for the Energy Officer (main point of contact in the

building) and for key positions on the energy team. The Service Provider shall help in the selection of suitable candidates in each building.

- b) **Detailed Project Plan** - The Service Provider shall prepare a Detailed Project Plan (in Gantt chart - MS Project format, see example in Appendix 3 for the campus. The plan should be divided into sections based on the Service Provider's project plan for rolling out the campaign across the building(s) / Campus (es). The project plan for the campus shall be submitted to the OPW, as part of this tender return. The successful tenderers plan will be evaluated, amended by agreement (if required) and signed off by the OPW prior to commencement of the programme.
- c) **Meter Validation – Meter Validation-** (CEDaR) records and logs “near real time” energy consumption data from a metering system installed by the OPW. Buildings on the programme generally have energy consumption data recorded from the main electrical supply(s) and main gas supply(s) (delivered energy) The Service Provider shall access the database to collate building energy reports and to monitor energy consumption on an ongoing basis. The Service Provider shall validate the collected data against utility bills, imported utility data (if available) and physical meter readings, including all available levels of sub-metering (if installed). This validation exercise must be carried out within one month of the on-site commencement date of the campaign and when modifications are carried out to the metering system on site.

The Service Provider shall revalidate all energy meters on a quarterly basis thereafter.

Two meter readings are required for validation purposes. These shall be taken by the energy specialist at a minimum of two week intervals but typically a four week interval will yield best validation results. Prior to validation work commencing the energy specialist shall plan the process in advance with the OPW and ensure that data is being transmitted from the campus and being received to the OPW data base (CEDaR)

The energy advisor assigned to a given building(s) shall be responsible for the day to day monitoring of the CEDaR system associated with that assigned building(s) and for the periodic meter validation as described above. The assigned energy advisor shall ensure the ongoing accuracy of the data recorded on the system. In order to meet this requirement each assigned energy advisor shall check the CEDaR system regularly to ensure:

- All data loggers are reporting correctly
- Review and action any automated CEDaR alerts generated for the assigned building(s)
- Report anomalies and request service calls (if required) for defective equipment to the Contract Manager for onward reporting to the OPW.
- In the first instance, when a data logger fails to report to the system, the energy advisor shall arrange for the data logger to be cold booted on the site. This must be done prior to requesting a service call.
- All meter validation work as described above is inputted to the CEDaR meter audit utility and that all audits receive a pass confirmation on the system. Maintain an audit record on the CEDaR system for all meter validation exercises.

- In cases where a meter validation check fails on the audit system the energy advisor will investigate the issue and take steps, as far as is reasonably practicable to rectify the problem. This may require
 1. Taking additional meter readings
 2. Cross checking and auditing meter readings against imported utility data and/or utility bills
 3. Calculating appropriate meter correction factors and liaising with the OPW engineer to apply said correction factors to the CEDaR system
- Maintains a register of energy metering system issues and regularly updates the contract manager in this regard

The Contract Manager shall have oversight of the meter validation process and shall:

- Ensure that each assigned energy advisor is aware of and meets the above service requirements.
- Maintains a master record of energy monitoring system issues (by building)
- Reports on a monthly basis to the OPW
- Takes overall responsibility for managing the quality of data recorded on and reported from the CEDaR system.

- d) **Calculation of Benchmark Energy Data and Base Load Assessment** - The Service Provider shall calculate benchmark energy consumption data for electrical and thermal usage based on the previous 12 months (or other criteria as agreed with the OPW) – this may involve collating billing data, MRSO data and/or SEAI M&R data for the facility.

The Service Provider shall carry out a building base load assessment in the 1st three months from appointment. Historic Utility data and CEDaR data shall be used for this assessment. Base load shall be monitored throughout the contract term. Unnecessary out of hours energy consumption shall be identified and eliminated where ever possible.

- e) **Optimising Power @ Work Launch Days** - The Service Provider shall liaise with the OPW to organise and manage the official launch of the *Optimising Power @ Work* campaign on any campus joining the programme and for relaunching the programme on existing campuses.. The launch may consist of senior management and/or staff presentations on the *Optimising Power @ Work* Programme and energy conservation, advance communications regarding the launch to staff in the facility as well as setting up and staffing information stands and distribution of promotional material. Display stands and OPW branded promotional materials shall be provided by the OPW and shall be “free issue” to the service provider. The service provider shall prepare and display “site specific” information relating to energy consumption trends, targets, savings, planned activities, achievements etc. at the launch event. The format of such material shall be agreed in advance and shall be branded with the official OPW and Optimising Power @ Work logos.

f) **Energy Team Meetings** - The tender bid should be based on an on-site meeting with the Energy Team on campus every month throughout the project. The Service Provider will :

- i. Chair the meetings
- ii. Be responsible for setting energy reduction targets based on the energy profiles for each building
- iii. Explain to the energy team the specific tasks they must perform to achieve targeted savings.
- iv. Report on progress to date

g) **The Optimising Power @ Work Energy Information Portal** - The service provider shall ensure that the energy team on the campus is introduced and competent to access and use the Optimising Power @ Work online information portal and shall suggest energy saving behavioural change activities from the range of options presented on the portal. The service provider shall become familiar with the portal and shall support the onsite energy team to implement all chosen activities.

The portal offers step by step guidance for energy teams to implement the programme and suggests activities with supporting help files and a range of downloadable materials for the following:

1. Staff engagement planning
2. Developing a register of opportunities
3. Making an action plan
4. Day time energy audits –lead energy team walk arounds in selected areas and report findings
5. Out of hours energy audits - lead energy team walk arounds in selected areas and
6. Setting up and training an energy team
7. Monitoring progress
8. Energy consumption reports and targets
9. Feedback
10. Key Communications –posters, e-mail communications, information stands etc.
11. Poster campaign and materials
12. Bright ideas – Foster and create channels for staff ideas for the campaign
13. Hosting energy awareness events
14. Energy awareness days
15. Step up day – Encourage staff to use the stairs for a day – Campaign is set up in the ground floor lift lobby with high profile branded materials supported by golden envelope prizes on the stairwells.
16. Switch off day – advance planning and onsite attendances on the day
17. Woolly jumper days
18. Competitions
19. Staff surveys
20. Energy Pledges
21. Quizzes'
22. Green hero checks
23. Go green event
24. Water wise event
25. Holiday power down – small scale Big Switch Off activities.
26. Chill out day
27. Saving energy in the home – general energy saving tips and information on home grants, lighting etc.
28. The three minute a day pledge / challenge – focuses on energy mindfulness in one minute bursts – three times a day.
29. Your essential three a day for effective energy saving – Focuses on developing good habits with regard to switching off, closing windows and drawing blinds as part of your end of work day energy routine.

30. Portable equipment energy consumption practical study – Energy monitoring devices are signed out to the energy team and their task is to plug in 10 items of portable equipment and tabulate and report the energy rating and consumption over a pre-determined period of time.
31. Supervised plantroom tours for staff - To give a behind the scenes view of the power consumption in the workplace.
32. Temperature monitoring staff survey and building heat mapping – Low cost temperature monitoring devices are distributed in the subject area(s) and staff are asked to record temperatures at pre-determined intervals. They are then asked to comment on how they felt the temperature was during the test period. Too hot, too cold, just right. Findings are then heat mapped on to the buildings layout drawings and findings reported.
33. The Optimising Power @ Work portal also has user areas for storing energy team documents, offerings relating to the latest news on climate change, useful downloads, national competition folder areas and a “what’s New” section.

h) Monthly Energy Reports (building specific) - The Service Provider shall produce a monthly energy report for each campus, detailing energy consumption trends on campus, progress against set targets and celebrating energy saving achievements.

These reports will provide information and analysis on:

- Energy Consumption (thermal, electrical and total in kWh), CO₂ emissions and EnPIs for the reporting month compared to previous month, previous 12 months, and benchmark year.
- Commentary on the progress of each building on the campus, with reference to how each building has performed over the past month and what aspects should be concentrated on for the coming month.
- Progress to date against the benchmark year and target.
- Register of zero cost and low cost opportunities (monitored and updated each month)
- Completed and planned activities
- Project plan and programme update.

These reports will be presented to and reviewed with the buildings Energy Officer, Energy Team for each building at the monthly energy team meeting. The Service Provider shall analyse energy consumption and set specific targets for saving energy in individual buildings. Thermal fuel consumption will be corrected for weather related factors using an agreed degree day correction formula.

Reports shall be IPMVP and "ISO 50015:2014 Energy Management Systems - Measurement and Verification of Energy Performance of Organizations" compliant. Buildings not meeting certain energy performance criteria (non-compliant buildings, as per The Office of Public Works' ISO 50001 EnMS) shall be notified to the OPW for review.

A key element of Optimising Power @ Work is that staff take ownership of the initiative and are conscious of how their efforts directly affect the energy consumption in their building. The Service Provider will be required to prepare presentation material for staff, as required, that has been specifically tailored to each building based on the monthly report data. Ultimately it is desired that the programme will create engagement and awareness from staff in the facilities

with the final goal of empowering the onsite energy teams to operate autonomously. (without specialist support on an ongoing basis)

Other ad-hoc reporting shall also be facilitated by the Service Provider.

- i) **Building Management System (BMS) Audits** – The majority of buildings participating in the Optimising Power @ Work programme are equipped with a Building Management System (BMS). The Service Provider shall carry out an audit of the system in the presence of the campus facility manager or his appointed representative and shall review the various settings and control schedules. The Service Provider shall allow for 2No. audits per annum, at a minimum. It will be necessary to identify any erroneous settings such as control schedules, time clocks or internal settings that may be incorrect or inappropriate. This exercise will involve engaging directly with the maintenance personnel on the campus. The Service Provider shall be responsible for identifying times when the heating and ventilation systems can be disabled i.e. Public Holidays. They will encourage the maintenance personnel to disable all appropriate systems when they are not required. Using the Energy Metering System (EMS) the service provider shall monitor any consumption that is occurring during unoccupied hours and report this to both the OPW Steering Committee and onsite maintenance personnel. The service provider shall review and make recommendations regarding the setup and schedules of the BMS to the energy team however the service provider shall not carry out any direct interventions to the system. Changes to the BMS shall be carried out by the building manager or his/her appointed representative.
- j) **Preliminary Energy Audits** - The Service Provider shall conduct a preliminary energy audit of each building within the first twelve months of the campaign. This shall be reviewed and updated on an annual basis. The Service Provider shall survey the building and establish how and where energy is used. They shall identify areas where energy savings can be targeted and provide guidance on how these savings shall be achieved. In the tender return the service provider shall clearly show the initial energy audit cost and then a separate annual update cost.
- k) **Register of Opportunities - Zero cost/low cost interventional works recommendations and reports:** The Service Provider shall report recommendations for minor interventional works to improve energy efficiency in the building. For the purpose of tendering the service provider shall assume this item to include zero, low cost and small scale energy projects and interventions. e.g. PIRs, ad hoc control system modifications, small scale energy projects – car park lighting, LED lighting upgrade feasibility at departmental level or specifically defined small areas. The register will be maintained and updated throughout the contract term. The register shall not include feasibility studies for large scale Capital Expenditure projects by third parties, provision for which is made in the next section.

Reports: The register shall be clear and concise and reports, included in appendices to the register shall set out a business case for the proposed works defining existing consumption, estimated energy savings and calculated payback periods. The reports shall quote figures for reduction in Energy Consumption (kWh) and Costs (€) (based on the given buildings tariff or a national average tariff as advised by the OPW). Allow for 4No. such reports in the contract term.

The Service Provider shall offer “in house” or “third Party” technical surveying capabilities to install temporary energy measuring equipment, data loggers, thermal imaging, temperature monitoring etc. as necessary for collecting site information to support feasibility studies. If third parties are to be used then this must be clearly stated at tender stage together with full details of the proposed third parties to be used. A list of prioritised opportunities (based on most favourable payback) shall be prepared. Zero cost opportunities shall be implemented by the service provider as part of the programme wherever possible. Opportunities requiring additional funding shall be reviewed regularly by the OPW and approved for implementation when viable or when agreement is reached with the client regarding funding.

l) **Cap-Ex feasibility studies and ISO50001 support:** Confirmation required prior to execution”

The service provider shall allow for support to the campus energy team (to a maximum of 40 hours per annum) for feasibility studies associated with large scale Capital Expenditure (Cap Ex) projects by third parties. This support is defined as providing the energy consumption data, analytics and background information required for the third party to compile business cases for large scale Cap Ex projects. This shall include for sharing the register of opportunities, known energy conservation issues, energy consumption data and reporting that may be relevant to for example - Bulk lighting replacement projects, CHP, boiler replacement schemes, Solar/ PV arrays, Wind turbines, BMS replacements etc. The service provider shall obtain written approval from the OPW engineer prior to working on this element of the brief, shall not exceed the predetermined allocation and shall not expend resources other than those provided for under this description for the development of large scale Cap Ex works. This support is provided to assist participants with Cap Ex business cases. In addition this allocation may be instructed to offer defined supports to a participant working towards ISO50001 accreditation. In each case the service provider must present a detailed proposal to the OPW for review and approval. The service provider shall not take a leading role in such studies. The allocation is for information sharing and support only.

Note: Any savings from Cap Ex projects identified during the term shall be over and above the target savings in the OP@W programme.

- m) **Night Audits** - Reduction of out-of-hours energy consumption is a key area for savings in most buildings. The Service Provider should include for a comprehensive night time survey of each building in the campaign. The purpose of the survey will be to accurately establish what equipment is running and its influence on the base load. This survey will be organised with local management in each building. The service provider shall provide the local energy working group and the steering group with a comprehensive report on the findings from the survey and with a list of recommendations. The findings of night audits shall be fed back to the building occupants via appropriate communication channels as agreed with the energy team. eg. Energy team e-mail communications and information posters etc.

Each building shall have at least 2 night-time audits per year carried out to identify the level of unnecessary equipment usage and a report prepared for the energy teams. Close monitoring of night-time consumption will be essential and shall form part of the regular reporting to the

energy teams in each building.

A1.4 Additional Tasks

- n) **Energy Awareness Days** - The Service Provider shall organise an Energy Awareness Day twice a year on each campus. The OPW will provide a manned Optimising Power @ Work information stand, information leaflets and tailored exhibition materials for these events.

The appointed energy advisor will organise the event, assist with manning the stand and prepare site specific information relating to energy consumption in the facility and the energy team's conservation efforts to date. All other support materials shall be provided "free Issue" by the OPW. The tender bid will be based on the Service Provider presenting 2 No. Energy Awareness Days (per annum) in each campus.

- o) **Energy Team / Staff Talks** – The tender bid will be based on the service provider presenting a minimum of 4 No. energy team /staff talks (per annum) in each campus. The local energy working group will be responsible for organising the venue and for inviting the staff in each building or department however, the Service Provider shall provide promotional and presentational material and suitable content for each talk.

- p) **National and Regional Awards Ceremonies** Confirmation required prior to execution - Attendances, presentation and workshop participation in the Optimising Power @ Work Awards Ceremony. Usually ½ day attendance (typically at 18 month intervals) and advance preparation of presentational materials.

The awards are held in different regions of the county (Ulster/Connacht, Munster and Leinster). The Service Provider shall be required to identify specialist facilities that should be considered for an award.

- q) **Online Engagement initiatives**

Confirmation required prior to execution

- i. **Online Surveys** - 2No. online staff surveys per annum and associated analytics and reporting.
- ii. **Webinar Series** – 4 online meetings per annum with the Optimising Power @ Work team to plan and develop webinar content. The webinars target energy related topics for online presentation to participants. Include for the online presentation of 1No. Webinar episode, approximately 30minutes in duration including questions.
- iii. **Micro-learning Programme** – The campaign utilises platforms such as Ed App to develop and deliver micro learning modules to participants on the programme. The bidder shall contribute to the development and preparation of suitable content for the programme via this medium. Allow for 4No. online meetings per annum, with other members of the Optimising Power @ Work team, to produce micro-learning content.
- iv. **One to one online energy clinics** – From time to time, as part of a focused campaign initiative (e.g. energy efficiency week) the programme offers 15minute

one to one energy clinics to participants. This is a short online session with one of our energy advisors where the participant can ask a question(s) relating to energy conservation at work or in the home. The bidder shall allow for a 7hours per annum for an energy advisor(s) to be available to offer energy advice at one to one online energy clinics.

- v. **Basic orientation training for the CEDaR metering system software**– The bidder shall allow 2hours per annum to deliver basic training to the building energy team for the metering system front end software. The session will cover Logging in, basic navigation, an explanation of the various system functions – (meter tree, building dashboard, heat maps, meter schedules, consumption queries etc.
- vi. **One to One online carbon foot print clinics** - From time to time, as part of a focused campaign initiative (e.g. energy efficiency week) the programme offers 15minute one to one energy clinics to participants. This is a short online session with one of our energy advisors where the participant can be shown how to calculate their own personal carbon foot print, compare it against a benchmark and be offered some advice on how to reduce their footprint. The bidder shall allow for 7hours per annum for an energy advisor(s) to be available to host carbon footprint clinics.

r) The Big Switch Off Campaign

Confirmation required prior to execution”

The OPW runs some focused campaigns as part of the overall Optimising Power @ Work programme. One such campaign is “The Big Switch Off”. The service provider shall allow for supporting the campus energy team during their participation in this campaign which is designed to focus on achieving the maximum possible energy savings on the campus over the course of two predefined bank holiday weekends. The campus (if selected) will compete with at least 5 other participants with similar operational models (eg. Hospitals, Colleges) to complete a ten step activity based plan to achieving behavioural change related energy savings as follows:

- Step 1 – Energy Team briefing
- Step 2 – Staff survey
- Step 3 – Launch the BIG Switch Off
- Step 4 – Conduct an out-of-hours check
- Step 5 – Get staff involved
- Step 6 – Building Management System
- Step 7 – Awareness activities on the day
- Step 8 – Post-event activities
- Step 9 – Making it better next time
- Step 10 – Doing it again on the 2nd weekend

The service provider shall provide support to the energy team for this campaign including:

- I. Assistance with project planning
- II. Attendance at night audits
- III. Compilation of questions for the staff survey and analysis and reporting the results and feedback to staff and the OPW.
- IV. Attendances and support for planning and launching the campaign on site.
- V. Assistance with the distribution of “free issue” branded materials to profile and report progress on the campaign – notices, communications, posters, pledge cards, competitions etc.

- VI. Assist with profiling the campaigns aims and communicating them to staff well in advance of the designated switch off days.
- VII. Carry out a BMS audit and report recommendations for implementation during the sw. off periods and resetting thereafter (if required).
- VIII. Attendances for an awareness day event on campus.
- IX. Reporting – compiling and uploading reports and evidential materials associated with each campaign step to the online competition folders for assessment by the judging panel. Producing a single competition report in pdf format for review by the judging panel.
- X. Data analytics and reporting on energy consumption reductions during the competition period against agreed benchmark data. Determining the benchmark data for use in the competition.
- XI. Feedback reports and recommendations for improving savings for the second weekend.
- XII. Participation on the judging panel to assess entries.
- XIII. Final report confirming energy savings over the competition period.
- XIV. Attendance and participation in the National “Big Switch Off” awards ceremony and feedback workshop post competition

s) Health and Safety

The service provider shall perform the role of Project Supervisor for the Design Process (PSDP) where applicable on contracts awarded from this framework. While no “construction work” is anticipated as part of the service contract the service provider will consider health and safety requirements for all activities requiring a physical presence on campus and as part of any feasibility studies or energy conservation project recommendations. This will include but not be limited to the following:

- a) Produce method statements for all planned activities on campus that involve meter readings (gas, electrical, oil, water etc.), accessing plant rooms, switch rooms, roof areas, and other mechanical and electrical equipment enclosures, surveys, night audits, BMS audits and the like.
- b) Arrange access in advance directly with the responsible person for the building / campus and comply with any special requirements regarding access, egress, fire safety, signing in / out protocols and any site specific health and safety policy that is in place. It will be the service provider’s responsibility to acquaint themselves fully with these requirements, obtain the relevant information from the building / campus manager and to communicate all required procedures to all service provider personnel that attend the building / campus to carry out activities associated with the Optimising Power @ Work programme.
- c) Adhere to all State imposed restrictions that may be in place from time to time (e.g. travel restrictions or social contact restrictions) and comply with logging and holding contact tracing records as required. Obtain guidance and advice from the building / campus manager and comply with all health and safety and public health protocols that may be in place in the building during these type of restrictions.
- d) Keep records of any health and safety incidents if they occur and report these to the Contracting Authority in a timely manner.
- e) Consider health and safety when reporting on potential energy conservation initiatives / projects for example – safe working environments, plant spacing, maintenance and

accessibility requirements, emergency isolation / shut off, fall back distances etc. and include these design issues in reports for further consideration.

A1.5 Programme

Contracts from this framework may be awarded to service providers, in accordance with the framework rules, as new participants join the programme and as existing contracts expire and fall due for renewal. Commencement shall be within one month of contract award for a duration of 24 months. Appointment and commencement is contingent upon a resource plan and programme being agreed with the contracting authority within this timeframe.

Continuation of the programme in Year 2 is contingent upon a successful annual performance review.

Extension of the contract after the initial 24month term may be possible, on an annual basis for another three years, subject to available funding, service provider performance, onsite energy team engagement, overall energy savings achieved and satisfactory end of term review.

A1.6 Invoicing

Invoices will be submitted monthly for all service provider contracts issued from the framework according to the following procedure:

- a. Produce a separately costed summary statement for each service contract detailing the following
 - i. Project Number, Name of Contract
 - ii. Itemised description of service provided as per the itemised cost plan in the service providers tender return.

Eg. PSP01 – *Campus / Contract name*

Invoice Period – *“Month Year”*

Contract Admin Tasks –selected from the tender items a - d

b. Contract Manager:	xxHours @ x Rate = € xxx
d. Annual Report:	xxHours @ x Rate = € xxx

Sub Total: € xxx

Building Specific Tasks - selected from the tender items a - r

f. Monthly Team Meetings	xxHours @ x Rate = € xxx
h. Monthly Energy Reports	xxHours @ x Rate = € xxx
p. Annual Awards Ceremony Attendances	xxHours @ x Rate = € xxx

Sub Total: € xxx

Total carried to invoice this period € X,XXX.XX

- b. Carry the total from each service contract summary to a single itemised invoice i.e. Project number, Name of contract and the total amount due for the invoicing period

Eg “	PSP01 <i>Campus / Contract name</i>	€ x,xxx.xx”
	PSP02 <i>Campus / Contract name</i>	€ x,xxx.xx”
	PSP03 <i>Campus / Contract</i>	€ x,xxx.xx”

**Total Specialist Service Contract
invoice this period** € X,XXX

Appendix 2: Pricing Schedule

Pricing Schedule guidance notes:

- a) The tasks list in the Appendix 1, Services requirements must be fully priced in the Appendix 2 pricing schedule for each of the sample facilities described in Appendix 9, Notional Tender building Details.
- b) The pricing schedule is issued separately in EXCEL format as part of the CFT.
- c) A PDF copy is also issued with the CFT documentation for record.
- d) Please refer to the separate EXCEL document: ***Cft8598839-OPWE0126-Appx 2-Notional Tender pricing schedule-PT-260630*** issued with this CFT. This document must be completed in full and returned in EXCEL format as part of the tender. Alternative pricing schedules will not be accepted for tender assessment.
- e) A PDF copy of the pricing schedule must also be returned by the tenderer for record.
- f) Respondents should populate the fields highlighted in red as required and ensure all totals are carried forward to part 5 of the document to derive a total fixed lump sum fee for the notional tender.
- g) The onus is on the tenderer to ensure that all formulae and calculations in the completed pricing schedule are checked and correct prior to returning the tender. The Contracting Authority bears no responsibility for errors in the returned pricing schedule.
- h) For the purposes of the Notional Tender return, the sample facilities as described in Appendix 9 are divided into bundles by type.
- i) Please note the following requirements with respect to the pricing schedule
 - i. The returned cost in Part 1 of the pricing schedule is inclusive of the contract management and administrative tasks associated with all bundles (A – C inclusive).
 - ii. The programme delivery task lists for each bundle must be priced separately as follows:
 - I. Bundle A (i) – Part 2a
 - II. Bundle A (ii) Part 2b
 - III. Bundle B (i) Part 3a
 - IV. Bundle B (ii) Part 3b
 - V. Bundle C Part 4
 - iii. The total cost for contact management and administrative tasks (Part 1) must be carried forward to Part 5 of the pricing Schedule.

- iv. The total cost of each bundle (parts 2, 3 and 4) must be carried forward to Part 5 of the pricing schedule.
- v. Part 5 of the pricing schedule must clearly indicate the total fixed lump sum fee for the notional tender including and excluding VAT @ 23%.

CfT. ID: CfTOPWE0126

RFT Description: A FRAMEWORK OF SPECIALIST SERVICE PROVIDERS FOR THE AWARD OF CONTRACTS SERVING A STATEWIDE ENERGY CONSERVATION INITIATIVE IN CENTRAL GOVERNMENT & PUBLIC SECTOR BUILDINGS

Appendix 2- Pricing Schedule

Notional Tender list: Facility Summaries

Bundle Ref	Facility	Contract Term	Target Effective Date	Consumption GWh per Contract Term (2yrs) Pre COVID 19 Data	Consumption € per Contract Term (2yrs) Pre Energy Crisis Data	Total Area of Facility m sq	Year Joined programme	Energy Team in Place	% energy reduction reported to date (baseline year against year end 2022)	Link to General Information
A -(i)	SETU - Waterford (formally WIT)	2 Years	<i>Notional Tender Only</i>	32.93	€ 3,023,176	61,501	2017	YES	-15.78%	https://www.setu.ie/search#gsc.tab=0
A - (ii)	SETU - Carlow (Formally Carlow IT)	2 Years	<i>Notional Tender Only</i>	10.88	€ 926,962	37415	2016	NO	-3.03%	https://www.setu.ie/search#gsc.tab=0
B - (i)	Marine Institute, Oranmore, Co Galway	2 Years	<i>Notional Tender Only</i>	8.15	€ 664,450	11000	2016	YES	-48.27%	https://www.marine.ie/site-area/infrastructure-facilities/laboratory-building-facilities/laboratory-and-building
B - (ii)	TG4, Galway	2 Years	<i>Notional Tender Only</i>	2.32	€ 370,000.00	2400	2019	YES	-20.40%	https://www.tg4.ie/en/
C	Tallaght University Hospital	2 Years	<i>Notional Tender Only</i>	59.63	UNKNOWN	UNKNOWN refer to campus map	2015	NO	-6.18%	https://www.tuh.ie/Contact-Us/

CfT ID: CFTOPWE0126

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Appendix 2- Pricing Schedule

Service Provider: *Bidder to insert name*

Part 1

Part 1: Contract Management and Administrative Tasks

All Bundles: A, B & C			Service Provider to the complete estimated resources plus the hours for each and total cost			
Item No.	Description of Task: (Refer to Instructions to Tenders - Appendix 1 for specific details required for each task)	Quantity	Resource:	Estimated Hours for each person / Task (€)	Cost per Hour /person/task (€)	Total Cost (€)
a	Contract Manager duties per month (excluding steering group meetings)	24				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
b1	Monthly Steering Group Meetings (in person)	8				
			Contracts Manager	2	€ -	€ -
			Energy Advisor		€ -	€ -
			Data/ Tech		€ -	€ -
			Communications Officer		€ -	€ -
			Admin assistant		€ -	€ -
			Other		€ -	€ -
	Sub Total					€ -
b2	Monthly Steering Group Meetings (online)	16				
			Contracts Manager	1.5	€ -	€ -
			Energy Advisor		€ -	€ -
			Data/ Tech		€ -	€ -
			Communications Officer		€ -	€ -
			Admin assistant		€ -	€ -
			Other		€ -	€ -
	Sub Total					€ -
c1	Monthly Steering Group Meeting Reports issued to lead service provider	120				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
c2	Monthly Steering Group Meeting presentation prep	24				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
d	Annual Report	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Part 1: Contract Management and Administrative Tasks Total			3.5		#VALUE!

CfT. ID: CfTOPWE0126

CfT Description: A FRAMEWORK OF SPECIALIST SERVICE PROVIDERS FOR THE AWARD OF CONTRACTS SERVING A STATEWIDE ENERGY CONSERVATION INITIATIVE IN CENTRAL GOVERNMENT & PUBLIC SECTOR BUILDINGS

Appendix 2- Pricing Schedule

Service Provider: *Bidder to insert name*

Part 2

Bundle A	Facility	Type
A -(i)	SETU - Waterford (formally WIT)	3rd Level Edu.
A -(ii)	SETU - Carlow (Formally Carlow IT)	3rd Level Edu.

Bundle A (i)

Part 2a: Programme DeliveryTask List

No.	Description of Task: (Refer to Instructions to Tenders - Appendix 1 for specific details required for each task)	Quantity	Resource:	Estimated Hours for each person / Task	Cost per Hour /person/task (€)	Total Cost (€)
A -(i)	SETU - Waterford (formally WIT)	3rd Level Edu.	Service Provider to complete the estimated resources plus the hours for each and total cost (when given resource descriptions are unused insert zero in the appropriate field(s))			
a	Establishment of an energy team	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
b	Detailed Project Plan	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
c1	Meter Validation - 1st Validation	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
c1	Meter Validation - subsequent validations over contract term	7	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
d1	Calculation of Benchmark Data	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
d2	Baseload Assessment	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
e	OP@W Launch Day	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
f	Monthly Energy Team Meetings	48	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
g	Optimising Power @ Work Portal – Familiarisation, training, use and support to the onsite energy team	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!

h	Monthly Energy Reports					
		24	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
i	BMS Audits					
		2	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
j	Preliminary Energy Audits					
		1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
k1	Register of Opportunities - Zero / Low cost energy saving interventional recommendations, reports and list of opportunities - Maintained and updated throughout the contract term					
		1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
k2	Detailed reports and business case studies associated with the register of opportunities as per the works requirements					
		4	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
l	Energy related Cap-Ex feasibility studies support as described in the scope.					
		1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
m	Night Audits					
		4	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
n	Energy Awareness Days					
		4	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
o	Energy Team / Staff Talks duration 30min each plus preparation time.					
		8	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
p	National and Regional Awards Ceremonies attendances' and presentation					
		1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
q	Online Engagement initiatives -Online staff surveys, Webinars, Micro learning programme, one to one energy clinics, Carbon clinics, participation in online events for energy efficiency week, CEDaR software platform training.					
	Online Surveys - 2No. online staff surveys per annum and associated analytics and reporting.					
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!

		2	Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
	Webinar Series – 4 online meetings per annum (durations - approximately 1hour) and 1No. Webinar episode, approximately 30minutes in duration including questions.	2					
			Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
	Micro-learning Programme - Allow for 4No. online meetings per annum. (durations - approximately 1.5hours)	2					
			Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
	One to one online energy clinics – 15minute one to one energy clinics to participants. Allow 7hours per annum	2					
			Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
	Basic orientation training for the CEDaR metering system software- The bidder shall allow 2hours per annum to deliver basic training	2					
			Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
	One to One online carbon foot print clinics - – 15minute one to one energy clinics to participants. Allow 7hours per annum	2					
			Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
r	The “Big Switch Off” focused campaign as described in the scope. Prior written approval required from the contracting authority prior to proceeding. Expended only if the facility is entered to participate in the competition	1					
			Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
s	Health and Safety requirements for contract term	1					
			Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
	Part 2a: Programme DeliveryTask List Total						#VALUE!



Bundle A -(ii)

Part 2b: Programme DeliveryTask List		3rd Level Edu.	Service Provider to complete the estimated resources plus the hours for each and total cost			
A - (ii)	SETU - Carlow (Formally Carlow IT)	Quantity	Resource:	Estimated Hours for each person / Task	Cost per Hour /person/task (€)	Total Cost (€)
a	Establishment of an energy team	1	Contracts Manager	?	€	-
			Energy Advisor	?	€	-
			Data/ Tech	?	€	-
			Communications Officer	?	€	-
			Admin assistant	?	€	-
			Other	?	€	-
	Sub Total					#VALUE!
b	Detailed Project Plan	1	Contracts Manager	?	€	-
			Energy Advisor	?	€	-
			Data/ Tech	?	€	-

			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
			Sub Total				#VALUE!
c1	Meter Validation - 1st Validation						
		1	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
			Sub Total				#VALUE!
c1	Meter Validation - subsequent validations over contract term						
		7	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
			Sub Total				#VALUE!
d1	Calculation of Benchmark Data						
		1	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
			Sub Total				#VALUE!
d2	Baseload Assessment						
		1	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
			Sub Total				#VALUE!
e	OP@W Launch Day						
		1	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
			Sub Total				#VALUE!
f	Monthly Energy Team Meetings						
		48	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
			Sub Total				#VALUE!
							€ -
g	Optimising Power @ Work Portal – Familiarisation, training, use and support to the onsite energy team						
		1	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
			Sub Total				#VALUE!
h	Monthly Energy Reports						
		24	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
			Sub Total				#VALUE!
i	BMS Audits						
		2	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
			Sub Total				#VALUE!
j	Preliminary Energy Audits						
		1	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
			Sub Total				#VALUE!
k1	Register of Opportunities - Zero / Low cost energy saving interventional recommendations, reports and list of opportunities - Maintained and updated throughout the contract term						
		1	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!

			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
k2	Detailed reports and business case studies associated with the register of opportunities as per the works requirements						
		4	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
l	Energy related Cap-Ex feasibility studies support as described in the scope.						
		1	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
m	Night Audits						
		4	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
n	Energy Awareness Days						
		4	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
o	Energy Team / Staff Talks duration 30min each plus preparation time.						
		8	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
p	National and Regional Awards Ceremonies attendances' and presentation						
		1	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
q	Online Engagement initiatives -Online staff surveys, Webinars, Micro learning programme, one to one energy clinics, Carbon clinics, participation in online events for energy efficiency week, CEDaR software platform training.						
	Online Surveys - 2No. online staff surveys per annum and associated analytics and reporting.						
		2	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
	Webinar Series – 4 online meetings per annum (durations - approximately 1hour) and 1No. Webinar episode, approximately 30minutes in duration including questions.						
		2	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
	Micro-learning Programme - Allow for 4No. online meetings per annum. (durations - approximately 1.5hours)						
		2	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!
	Sub Total						#VALUE!
	One to one online energy clinics – 15minute one to one energy clinics to participants. Allow 7hours per annum						
		2	Contracts Manager	?	€	-	#VALUE!
			Energy Advisor	?	€	-	#VALUE!
			Data/ Tech	?	€	-	#VALUE!
			Communications Officer	?	€	-	#VALUE!
			Admin assistant	?	€	-	#VALUE!
			Other	?	€	-	#VALUE!

	Sub Total					#VALUE!
	Basic orientation training for the CEDaR metering system software- The bidder shall allow 2hours per annum to deliver basic training	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	One to One online carbon foot print clinics - - 15minute one to one energy clinics to participants. Allow 7hours per annum	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
r	The "Big Switch Off" focused campaign as described in the scope. Prior written approval required from the contracting authority prior to proceeding. Expended only if the facility is entered to participate in the competition	1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
s	Health and Safety requirements for contract term	1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Part 2b: Programme DeliveryTask List Total					#VALUE!

Total Part 2 Tasks for collection to Part 5

Bundle A (i)	Part 2a: Programme Delivery Task List Total					#VALUE!
Bundle A (ii)	Part 2b: Programme Delivery Task List Total					#VALUE!
	Part 2: Total for collection to Part 5					#VALUE!

CFT ID: CFTOPWE0126

CFT Description: A FRAMEWORK OF SPECIALIST SERVICE PROVIDERS FOR THE AWARD OF CONTRACTS SERVING A STATEWIDE ENERGY CONSERVATION INITIATIVE IN CENTRAL GOVERNMENT & PUBLIC SECTOR BUILDINGS

Appendix 2- Pricing Schedule

Service Provider: *Bidder to insert name*

Part 3

Bundle B	Facility	Type
B -(i)	Marine Institute, Oranmore, Co Galway	Misc
B - (ii)	TG4, Galway	Misc

Bundle B (i)		Type	Service Provider to complete the estimated resources plus the hours for each and total cost			
Part 3a: Programme Delivery Task List						
No.	Description of Task: (Refer to Instructions to Tenders - Appendix 1 for specific details required for each task)	Quantity	Resource:	Estimated Hours for each person / Task	Cost per Hour /person/task (€)	Total Cost (€)
B -(i)	Marine Institute, Oranmore, Co Galway	Misc				
a	Establishment of an energy team	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
b	Detailed Project Plan	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
c1	Meter Validation - 1st Validation	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
c1	Meter Validation - subsequent validations over contract term	7	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
d1	Calculation of Benchmark Data	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
d2	Baseload Assessment	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
e	OP@W Launch Day	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
f	Monthly Energy Team Meetings	48	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!

			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
						€ -
g	Optimising Power @ Work Portal – Familiarisation, training, use and support to the onsite energy team					
		1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
h	Monthly Energy Reports					
		24				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
i	BMS Audits					
		2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
j	Preliminary Energy Audits					
		1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
k1	Register of Opportunities - Zero / Low cost energy saving interventional recommendations, reports and list of opportunities - Maintained and updated throughout the contract term					
		1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
k2	Detailed reports and business case studies associated with the register of opportunities as per the works requirements					
		4				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
l	Energy related Cap-Ex feasibility studies support as described in the scope.					
		1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
m	Night Audits					
		4				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
n	Energy Awareness Days					
		4				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!

o	Energy Team / Staff Talks duration 30min each plus preparation time.	8				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
p	National and Regional Awards Ceremonies attendances' and presentation	1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
q	Online Engagement initiatives -Online staff surveys, Webinars, Micro learning programme, one to one energy clinics, Carbon clinics, participation in online events for energy efficiency week, CEDaR software platform training.					
	Online Surveys - 2No. online staff surveys per annum and associated analytics and reporting.	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Webinar Series – 4 online meetings per annum (durations - approximately 1hour) and 1No. Webinar episode, approximately 30minutes in duration including questions.	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Micro-learning Programme - Allow for 4No. online meetings per annum. (durations - approximately 1.5hours)	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	One to one online energy clinics – 15minute one to one energy clinics to participants. Allow 7hours per annum	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Basic orientation training for the CEDaR metering system software– The bidder shall allow 2hours per annum to deliver basic training	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	One to One online carbon foot print clinics - – 15minute one to one energy clinics to participants. Allow 7hours per annum	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
r	The "Big Switch Off" focused campaign as described in the scope. Prior written approval required from the contracting authority prior to proceeding. Expended only if the facility is entered to participate in the competition					

		1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
s	Health and Safety requirements for contract term	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Part 2a: Programme DeliveryTask List Total					#VALUE!

Bundle B -(ii)

Part 3b: Programme DeliveryTask List		Type	Service Provider to complete the estimated resources plus the hours for each and total cost			
B - (ii)	TG4, Galway	Misc				
No.	Description of Task: (Refer to Instructions to Tenders - Appendix 1 for specific details required for each task)	Quantity	Resource:	Estimated Hours for each person / Task	Cost per Hour /person/task (€)	Total Cost (€)
a	Establishment of an energy team	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
b	Detailed Project Plan	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
c1	Meter Validation - 1st Validation	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
c1	Meter Validation - subsequent validations over contract term	7	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
d1	Calculation of Benchmark Data	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
d2	Baseload Assessment	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
e	OP@W Launch Day	1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!

			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
f	Monthly Energy Team Meetings					
		48	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
					€ -	
g	Optimising Power @ Work Portal – Familiarisation, training, use and support to the onsite energy team					
		1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
h	Monthly Energy Reports					
		24	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
i	BMS Audits					
		2	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
j	Preliminary Energy Audits					
		1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
k1	Register of Opportunities - Zero / Low cost energy saving interventional recommendations, reports and list of opportunities - Maintained and updated throughout the contract term					
		1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
k2	Detailed reports and business case studies associated with the register of opportunities as per the works requirements					
		4	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
l	Energy related Cap-Ex feasibility studies support as described in the scope.					
		1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
m	Night Audits					
		4	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!

	Sub Total					#VALUE!
n	Energy Awareness Days					
		4	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
o	Energy Team / Staff Talks duration 30min each plus preparation time.					
		8	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
p	National and Regional Awards Ceremonies attendances' and presentation					
		1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
q	Online Engagement initiatives -Online staff surveys, Webinars, Micro learning programme, one to one energy clinics, Carbon clinics, participation in online events for energy efficiency week, CEDaR software platform training.					
	Online Surveys - 2No. online staff surveys per annum and associated analytics and reporting.					
		2	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Webinar Series – 4 online meetings per annum (durations - approximately 1hour) and 1No. Webinar episode, approximately 30minutes in duration including questions.					
		2	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Micro-learning Programme - Allow for 4No. online meetings per annum. (durations - approximately 1.5hours)					
		2	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	One to one online energy clinics – 15minute one to one energy clinics to participants. Allow 7hours per annum					
		2	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Basic orientation training for the CEDaR metering system software– The bidder shall allow 2hours per annum to deliver basic training					
		2	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	One to One online carbon foot print clinics - – 15minute one to one energy clinics to participants. Allow 7hours per annum					
			Contracts Manager	?	€ -	#VALUE!

		2	Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
r	The "Big Switch Off" focused campaign as described in the scope. Prior written approval required from the contracting authority prior to proceeding. Expended only if the facility is entered to participate in the competition	1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
s	Health and Safety requirements for contract term	1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Part 2b: Programme DeliveryTask List Total					#VALUE!

Total Part 3 Tasks for collection to Part 5

Bundle B (i)	Part 3a: Programme Delivery Task List Total					#VALUE!
Bundle B (ii)	Part 3b: Programme Delivery Task List Total					#VALUE!
	Part 3: Total for collection to Part 5					#VALUE!

CFT ID: CFTOPWE0126

CFT Description: A FRAMEWORK OF SPECIALIST SERVICE PROVIDERS FOR THE AWARD OF CONTRACTS SERVING A STATEWIDE ENERGY CONSERVATION INITIATIVE IN CENTRAL GOVERNMENT & PUBLIC SECTOR BUILDINGS

Appendix 2- Pricing Schedule

Service Provider: *Bidder to insert name*

Part 4

Bundle C	Facility	Type
C	Tallaght University Hospital	Healthcare

Bundle C						
Part 4: Programme DeliveryTask List		Type				
C	Tallaght University Hospital	Healthcare				
Service Provider to complete the estimated resources plus the hours for each and total cost						
No.	Description of Task: (Refer to Instructions to Tenders - Appendix 1 for specific details required for each task)	Quantity	Resource:	Estimated Hours for each person / Task	Cost per Hour /person/task) (€)	Total Cost (€)
a	Establishment of an energy team	1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
b	Detailed Project Plan	1				€ -
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
c1	Meter Validation - 1st Validation	1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
c1	Meter Validation - subsequent validations over contract term	7				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
d1	Calculation of Benchmark Data	1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
d2	Baseload Assessment	1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
e	OP@W Launch Day	1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
f	Monthly Energy Team Meetings	48				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!

			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
						€ -
g	Optimising Power @ Work Portal – Familiarisation, training, use and support to the onsite energy team					
		1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
h	Monthly Energy Reports					
		24				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
i	BMS Audits					
		2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
j	Preliminary Energy Audits					
		1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
k1	Register of Opportunities - Zero / Low cost energy saving interventional recommendations, reports and list of opportunities - Maintained and updated throughout the contract term					
		1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
k2	Detailed reports and business case studies associated with the register of opportunities as per the works requirements					
		4				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
l	Energy related Cap-Ex feasibility studies support as described in the scope.					
		1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
m	Night Audits					
		4				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
n	Energy Awareness Days					
		4				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!

o	Energy Team / Staff Talks duration 30min each plus preparation time.	8				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
p	National and Regional Awards Ceremonies attendances' and presentation	1				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
q	Online Engagement initiatives -Online staff surveys, Webinars, Micro learning programme, one to one energy clinics, Carbon clinics, participation in online events for energy efficiency week, CEDaR software platform training.					
	Online Surveys - 2No. online staff surveys per annum and associated analytics and reporting.	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Webinar Series – 4 online meetings per annum (durations - approximately 1hour) and 1No. Webinar episode, approximately 30minutes in duration including questions.	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Micro-learning Programme - Allow for 4No. online meetings per annum. (durations - approximately 1.5hours)	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	One to one online energy clinics – 15minute one to one energy clinics to participants. Allow 7hours per annum	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Basic orientation training for the CEDaR metering system software– The bidder shall allow 2hours per annum to deliver basic training	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	One to One online carbon foot print clinics - – 15minute one to one energy clinics to participants. Allow 7hours per annum	2				
			Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
r	The "Big Switch Off" focused campaign as described in the scope. Prior written approval required from the contracting authority prior to proceeding. Expended only if the facility is entered to participate in the competition					

		1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
s	Health and Safety requirements for contract term					
		1	Contracts Manager	?	€ -	#VALUE!
			Energy Advisor	?	€ -	#VALUE!
			Data/ Tech	?	€ -	#VALUE!
			Communications Officer	?	€ -	#VALUE!
			Admin assistant	?	€ -	#VALUE!
			Other	?	€ -	#VALUE!
	Sub Total					#VALUE!
	Part 2a: Programme DeliveryTask List Total					#VALUE!

Total Part 2 Tasks for collection to Part 5

	Part 4: Total for collection to Part 5					#VALUE!
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CfT. ID: CfTOPWE0126

CfT Description: A FRAMEWORK OF SPECIALIST SERVICE PROVIDERS FOR THE AWARD OF CONTRACTS FOR ENERGY CONSERVATION INITIATIVE IN CENTRAL GOVERNMENT & PUBLIC SECTOR BUILDINGS

Appendix 2- Pricing Schedule

Service Provider: Bidder to insert name

Part 5

Part 5: Total Lump Sum Fixed Fee (Parts 1-4 inclusive)

Bundle Ref	Description	F
Bundle a to c inclusive	Part 1: Contract Management and Administrative Tasks Total	#
Bundle A - (i) and (ii)	Part 2: Programme DeliveryTask List Total	#
Bundle B - (i) and (ii)	Part 3: Programme DeliveryTask List Total	#
Bundle C	Part 4: Programme DeliveryTask List Total	#
Part 5: Total Lump Sum Fixed Fee (Parts 1-4 inclusive)		#

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

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

RE: Request for Tenders for the Supply of A FRAMEWORK OF SPECIALIST SERVICE PROVIDERS FOR THE AWARD OF SERVICES CONTRACTS SERVING A STATEWIDE ENERGY CONSERVATION INITIATIVE IN CENTRAL GOVERNMENT & PUBLIC SECTOR BUILDINGS

Having examined your Request for Tenders (the "CFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the CFT.
2. We accept all of the Terms and Conditions of the CFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the CFT and the Confidentiality Agreement at Appendix 6 to the CFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the CFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the CFT and our Tender.
5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the CFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the CFT.
8. We shall, if awarded any Services Contract under the CFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the CFT.
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.

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

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of A FRAMEWORK OF SPECIALIST SERVICE PROVIDERS FOR THE AWARD OF SERVICES CONTRACTS SERVING A STATEWIDE ENERGY CONSERVATION INITIATIVE IN CENTRAL GOVERNMENT & PUBLIC SECTOR BUILDINGS

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an CFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]:
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
 - b. has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]:

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

5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

Signature of Declarant

Declared before me by _____ who is personally known to me

(or who is identified to me by _____ who is personally known to me) or*

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

****Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)***

Appendix 5: Services Contract (For use when awarding service contracts from the Framework)

The Office of Public Works

and

[TBA]

AGREEMENT

Relating to the provision of Services pursuant to

CfT8598839-OPWE0126 A FRAMEWORK OF SPECIALIST SERVICE PROVIDERS FOR THE AWARD
OF SERVICES CONTRACTS SERVING A STATEWIDE ENERGY CONSERVATION INITIATIVE IN
CENTRAL GOVERNMENT & PUBLIC SECTOR BUILDINGS R1

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20[YEAR] BETWEEN:

The Office of Public Works, of [address] ("the Client");

and

[Contractor's full legal name], of [address] ("the Contractor")

(each a "Party" and together "the Parties").

WHEREAS:

- A. By Request for Tender entitled "Insert title of CFT" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number _____ of _____ dated [insert date of CFT] ("the CFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the CFT (the "Services"). References to the CFT 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 "CFT Clarifications"). The CFT (including the CFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the CFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission 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 CFT;
 - iii. The Submission.
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, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the CFT and the Submission ("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 [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].

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 12 months months with a maximum of 3 such extensions 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 CFT.
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 CFT, 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) above, 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 Government Procurement (“OGP”) and that the OGP 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 as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.
- I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
 - i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
 - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
 - iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
 - iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission (“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 being in possession of the Contractor's current Tax Clearance Certificate. 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 "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , 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. **"Not Used"**:
it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
 - 9. it retains and shall maintain for the Term insurances for the nature and amount specified in the CFT. 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 with regard to compliance with this clause 4A.9; and

10. the Client shall be under no obligation to purchase any minimum number or value of Services.

- B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to 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

Prior to publication please ensure to insert amounts/figures where applicable. When finished, delete these instructions.

- A. 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 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. ***"Not Used"***
- 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 [] 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:
- €10,000 ("the Retention Amount") which Retention Amount shall not at any given time exceed 30% per cent of the Charges. In such event the Client shall identify the particular Services 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 / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

H. **"Not Used"**

Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct per week/day, or part thereof, for each week/day of late delivery as liquidated damages up to a maximum amount of (the "Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and
2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor

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 CFT ("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; or
 4. 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 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 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.

- 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 90 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 actually 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 three months] written notice to the Contractor. This Agreement may

be terminated by the Contractor, without liability for compensation or damages, by serving six months] 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:

- i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;
- ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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 the Chairman of the Chartered Institute of Arbitrators, Irish Branch 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 either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. All notices shall be deemed to have been served as follows:
 - 1. if personally delivered, at the time of delivery;
 - 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 - 3. if communicated by email, 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. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract

from the commercial register or other competent authority of the country in which the person is established.

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 with regard to 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 conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has 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 Criminal Justice (Corruption Offences) Act 2018 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. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- B. 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").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
 - i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the

Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

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 twenty (20) 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. In the event that 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 or not 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 Services 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 Commission 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 Commission 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.

26. ADDITIONAL CONDITION(S)

The framework rules for the performance review of services contracts are applicable to all service contracts awarded from the framework. This condition is independent of the framework agreement term and applies to the full term of service contracts inclusive of any agreed extensions. For the avoidance of doubt the Service Provider shall note the following performance review procedure as extracted from the framework agreement

26a. Performance Review (section 6 of the framework agreement)

- 6.1. When requested by the Employer, Framework Participants must collate and provide to the Employer the information required for the Employer to review participant performance according to the Performance Measurement Table below.
- 6.2. The Employer may review Framework Participants' performance of their Task Orders, and the Contract, annually during the contract term and in advance of any proposed contract extension or at other times, if deemed necessary at the sole discretion of the Employer. Reviews will be carried using the Performance Measurement Table below as the terms of reference.
- 6.3. In this rule, a Participant is said to have reached Level 1, Level 2 or Level 3, if, during the listed measurement period for an indicator in the attached Performance Measurement Table, occurrences of that indicator equal or exceed the number listed in the column headed "Level 1", "Level 2", or "Level 3".
- 6.4. If a Participant has reached Level 1, the Employer will give that Participant a written notification and the Participant must demonstrate to the Employer's satisfaction that it has implemented steps to redress the problem within 14 days.
- 6.5. If a Participant has reached Level 2, the Employer will exclude that Participant from each call-off in which it is due to participate until the Participant has demonstrated to the Employer's satisfaction that it has implemented steps to redress the problem. Rule 5 will apply temporarily during this period as if the excluded Participant's Term had been terminated. In these circumstances the service provider must submit a Services Improvement Plan for the employer to review and approve within 21days. Review and approval of the plan shall not be unreasonably withheld by the Employer.
- 6.6. If a Services Improvement Plan is not submitted within 21 days the Employer will write to the service provider requesting a response within seven working days. If a plan is not submitted within this time frame the service provider will reach Level 3.
- 6.7. If the Services Improvement Plan submitted within 21 days is deemed to be unacceptable the Employer will write to the service provider requesting an amended plan within seven working days. If a plan is not submitted within this time frame or if the amended improvement plan is deemed to be unacceptable by the Employer then the service provider will reach Level 3. As before the review and approval of the improvement plan shall not be unreasonably withheld by the Employer.
- 6.8. Approved Services Improvement Plans must be implemented by the service provider in a timely manner to a programme agreed with the Employer on a case by case basis. Failure to implement an approved Services Improvement Plan as agreed results in the service provider moving to Level 3.
- 6.9. If a Participant has reached Level 3 the Employer will terminate that Participant's Term.

Performance Review Measurement Table

No	Employer's objective		Indicator	Measurement Period	Level 1 (Rule 6.4)	Level 2 (Rule 6.5 – 6.8)	Level 3 (Rule 6.9)
1	Quality of Work and Task Orders	Execution of the specified Task Order	Failure to engage with an assigned facility as per the specified task order	Term	1	3	
		Performance indicators, reporting and validation	Negative feedback from end users which has been investigated and validated by the Employer	Term	1	3	
			Failure to issue monthly energy and activity reports to participants as per the Services requirements and /or an agreed project plan	Term	1	3	
			Failure to complete periodic energy metering validation as per the Services requirements	Term	1	3	
			Failure to deliver energy savings as per agreed targets	Term	2	4	
2	Contract Management and Administration	Every request for tender should be answered	Failure to respond to a call for tender	Term	3	n/a	
		Contract Management and administration tasks as per Appendix 1 Services Requirements, Section A1.2	Failure to deliver contracted tasks within 14 working days of scheduled completion	Term	2	3	
			Failure to implement the monthly invoicing and activity reporting procedures as per the Services requirements	Term	2	3	
			Failure to attend and present at monthly Steering Group Meetings	Term	1	2	
3	Programme	Commencement of Task Order	Failure to commence a Task order within 60 working days of scheduled start	Term	1	3	
		Building Specific Tasks, Section A1.3 and Additional tasks, Section A1.4 of the Services requirements and agreed project plan	Failure to complete specific contracted tasks within 30 working days of scheduled completion	Term	2	3	
		Completion of Task Orders as per contract	Failure to complete Task orders as specified within the contract term (prior to considering a contract extension)	Term	1		
4	Health & Safety	Health and Safety reporting	Failure to report health and safety issues or incidents to the Employer in a timely manner	Term	n/a	1	
		Management of health and safety during the performance of the task list	Failure to adhere to the health and safety guidelines as specified in the Services requirements Section A1.4 (s)	Term	n/a	1	

No	Employer's objective		Indicator	Measurement Period	Level 1 (Rule 6.4)	Level 2 (Rule 6.5 – 6.8)	Level 3 (Rule 6.9)
5	Contract Compliance	Insurances	Failure to submit updated insurance details annually	Term	1	2	
			Failure to maintain the required levels of insurance	Term	n/a	1	
		Selection Criteria	Failure to submit further information relating to the selection criteria associated with this framework agreement within 14 days when requested to do so by the Employer	Term	n/a	1	
		Resources	Failure to maintain the contracted resources for the task orders issued under this framework	Term	1	2	
		Performance Improvement	Failure to submit a Services Improvement Plan when requested to do so under Level 2 (Rule 6.5 and 6.6) notifications	Term	n/a	n/a	
			Failure to implement an approved Services Improvement Plan in a timely manner as agreed with the Employer	Term	n/a	n/a	

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

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

Schedule E: 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
 - 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] 20 [year] BETWEEN:

The The Office of Public Works, of 1 Georges Quay, Dublin 2, D02 Y098 (hereinafter “the Contracting Authority”) of the one part;

and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the “CFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Goods/Services described in Appendix 1 to the CFT (the “Goods” “Services”) (“the Competition”). The Contractor submitted a response to the CFT dated the [insert date of Tender].
- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), 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.

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 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 Commission 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, 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

ii which is or becomes public knowledge other than by breach of this clause; or

iii is independently developed by the Contractor without access to or use of the Confidential Information; or

iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

6.1 to comply with all directions of the Contracting Authority 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 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 Contract) for whatever reason to furnish to the Contracting Authority 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) 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 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 and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority 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 Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11.
 - A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
 - “Data Controller” has the meaning given under the Data Protection Laws;
 - “Data Processor” has the meaning given under the Data Protection Laws;
 - “Data Subject” has the meaning given under the Data Protection Laws;
 - “Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
 - “Personal Data” has the meaning given under Data Protection Laws;
 - “Processing” has the meaning given under the Data Protection Laws;
 - B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
 - C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
 - D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-
 - (1) process that Personal Data only on the written instructions of the Contracting Authority;

- (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, 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 Contracting Authority 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 Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority 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 Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority 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 Contracting Authority, the Office of the Data Protection Commission 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 Contracting Authority 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 Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority'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 Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M.
- The Contracting Authority does not consent to the Contractor appointing a third-party processor of Personal Data under this Agreement. This will be further reviewed at Contract stage after further discussion with framework participants. Should third party data processors be approved for contracts awarded under this framework then the Contractor confirms that it shall enter into a written agreement with a named third party incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority 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 11.

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority (being a duly authorised officer)	SIGNED for and on behalf of the Contractor
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement at contract stage]

Processing, Personal Data and Data Subjects

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

End of Document

Appendix 7: Framework Agreement

Framework Agreement
for use with

RFTOPWE0126

A FRAMEWORK OF SPECIALIST SERVICE PROVIDERS FOR THE AWARD OF SERVICES CONTRACTS SERVING A STATEWIDE
ENERGY CONSERVATION INITIATIVE IN CENTRAL GOVERNMENT & PUBLIC SECTOR BUILDINGS

Original Document Reference PW-CF11 FA v.1.0

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Upper Merrion Street
Dublin 2.

****Amended for Services Contracts by OPW-250630***

THIS FRAMEWORK AGREEMENT is made on [date]

BETWEEN

The Employer:

Principal office of Employer:

AND

The Service Provider:

*Registered office / principal
place of business of Service
Provider:*

Background

The Service Provider and others (**Participants**, identified in the attached **List of Participants**) are part of a framework to provide energy conservation services associated with the OPW Optimising Power @ Work programme for the Employer.

The Employer and the Service Provider agree as follows:

1. Agreement

- 1.1. This Agreement, and any associated Service Contracts awarded are the entire agreement between the Employer and the Service Provider about their subject matter. Neither the Employer nor the Service Provider has relied on any agreement, understanding, or statement that is not written or referred to in this Agreement which consists of the following documents:
 - o This Framework Agreement, including the List of Participants and the Framework Rules
 - o Services Requirements and Specifications (Appendix 1 of RFT XXXXX)
 - o Pricing Schedule (Appendix 2 of RFT XXXXX) to be used as the basis of pricing calls for tender.
 - o Services Contract and Schedule A: Terms and Conditions: to be used for the award of contracts from this framework (Appendix 5 of RFT XXXXX)
 - o Confidentiality Agreement (Appendix 6 of RFT XXXXX)
 - o Regions where the services will be provided (Appendix 9 of RFT XXXXX)
- 1.2. This agreement can only be changed in writing and signed by the authorised representatives of the Employer and the Service Provider.
- 1.3. This agreement is governed and to be construed according to Irish law.
- 1.4. Neither party may assign rights under this agreement.
- 1.5. Services as described in the Services Requirements of RFTXXXXX may be procured by awarding Service Contracts according to the Framework Rules. The Employer may also procure the services by other means and does not guarantee that any Service Contracts will be awarded under this agreement.
- 1.6. If a Service Provider is selected to provide services under the Framework Rules, the Employer and the Service Provider agree to enter a Service Contract as per Section 1.1 above.
- 1.7. Service Contracts awarded within the Framework Period may be for services that continue after that period.
- 1.8. This agreement is governed and to be construed according to Irish law.
- 1.9. This agreement is governed and to be construed according to Irish law.
- 1.10. This agreement is governed and to be construed according to Irish law.

2. **Call Off**

- 2.1. In selecting a Participant for a Task under the Conditions, the Employer will comply with the attached **Framework Rules**.
- 2.2. The Employer may also award contracts for work covered by this contract in other ways, and does not guarantee the Service Provider that any work will be awarded under this contract.
- 2.3. The Service Provider's address for invitations to tender and other communications under the Framework Rules is:

Name:	
Telephone No.	
Mobile Tel	
Email	

The Service Provider may change this by written notice to the Employer and must maintain an up to date point of contact for the contract term.

- 2.4. The Employer's contact person for communications with the Service Provider in relation to this agreement is:

Name:	
Telephone No.	
Mobile Tel	
Email	

The Employer may change this by written notice to the Service Provider and must maintain an up to date point of contact for the contract term.

- 2.5. The eTenders platform will be used for the administration of mini competitions associated with this framework.

SIGNED by the Employer and the Service Provider on the date at the top of this agreement

Signed on behalf of the Employer

.....
Write name of person signing on behalf of the Employer
Write the title of the person signing on behalf of the Employer

Signed on behalf of the Service Provider

.....
Write name of person signing on behalf of the Service Provider
Write the title of the person signing on behalf of the Service Provider

LIST OF PARTICIPANTS

FRAMEWORK PARTICIPANTS

List Participants here in order of their ranking

RESERVE PARTICIPANTS

List Reserve Participants here in order of their ranking or write NOT APPLICABLE

FRAMEWORK RULES

1. Options

1.1. The Employer may use the options marked X in the 'Whether Used' column below, as follows¹:

Whether Used	Option	Method	Tasks for which option may be used
X	A	Mini-competition: all Framework Participants invited to tender	Any
	B1	Mini-competition: [5] Framework Participants invited to tender	Task with estimated value less than €N/A
X	B2	Mini-competition: 3 Framework Participants invited to tender	Task with estimated value less than €75,000
X	C	Application of Framework Contract rates	Task with estimated value less than €50,000 or tasks of a particularly urgent nature
	D	Call off in rotation	Task with estimated value less than €N/A or of a particularly urgent nature
	E	All Tasks awarded to the one Framework Participant	When there is only one Framework Participant

1.2. Other restrictions on use of the options are given in these rules.

1.3. The above amounts exclude value-added tax.

2. Award by mini-competition (Options A, B1 and B2)

2.1. If Option A is used, all Framework Participants will be invited to tender in a mini-competition.

2.2. If Option B1 or B2 is used, a shortlist of tenderers will be invited to tender in a mini-competition. The shortlist will be selected by random selection or by rotation, as indicated in rule 2.3 below. If rotation is used the rotation is weighted to the higher-ranked Framework Participants.

2.3. The shortlist for each Option B1 competition will be (i) —

(i) determined by random selection										
(ii) the [5] Framework Participants indicated in the table below by an X on the competition number's line in the column for the number corresponding to the Framework Participants' order of ranking in the List of Participants (regardless of the outcome of any competition, even if a competition is aborted and no Task Order is issued):										
	1	2	3	4	5	6	7	8	9	10
First competition	X	X	X	X	X					
Second	X	X				X	X	X		
Third			X	X	X				X	X
(iii) Where option (ii) does not reflect the framework structure provide a reference to an appendix with the alternative means set out in the format at (ii) above - otherwise state Not Applicable										

¹ In a multi-participant framework only options A – D apply. Contracting authorities may opt to use only one of A – D inclusive but may only use 3 out of the 5 options available. They may use A and either B1 or B2 but not both and either C or D but not both.

2.4. The shortlist for each Option B2 competition will be (i)

(i) determined by random selection										
(ii) the 3 Framework Participants indicated in the table below by an X on the competition number's line in the column for the number corresponding to the Framework Participants' order of ranking in the List of Participants (regardless of the outcome of any competition, even if a competition is aborted and no Task Order is issued):										
	1	2	3	4	5	6	7	8	9	10
First competition	X	X	X							
Second	X			X	X					
Third		X				X	X			
Fourth			X					X	X	
Fifth	X			X						X
Sixth		X			X	X				
Seventh			X				X	X		
(iii) Where option (ii) does not reflect the framework structure provide a reference to an appendix with the alternative means set out in the format at (ii) above - otherwise state Not Applicable										

- 2.5. In each case, if the list is exhausted, the rotation goes back to the top and starts again, as many times as necessary. Rotation under Options B1 and B2 are independent of each other, and of award under any of the other options.
- 2.6. For each mini-competition, the Employer will send each Framework Participant a written invitation to tender. The invitation will be sent to each Framework Participant's current contact details as per its Framework Agreement OR via the eTenders platform as appropriate. Mini competitions will be managed via the eTenders platform.
- 2.7. Invitations to tender will include a proposed Task Order based on the Services requirements, Appendix 1 of the RFT and the participants returned Pricing Schedule, Appendix 2 of the RFT. The rates applied in the pricing schedule shall be the maximum permissible for tender returns associated with this framework agreement. The invitation will fix a time limit for Framework Participants to return tenders taking account of such factors as the urgency and complexity of the subject-matter in the Task Order and the time needed to send in tenders.
- 2.8. The award process will be conducted according to these rules and the procedures stated in the invitation to tender.
- 2.9. Framework Participants wishing to be considered for a Task Order must submit a tender complying with the invitation to tender.
- 2.10. The award criteria for Contracts awarded by mini-competition will be as per the table below:

Award Criteria for Services Contracts associated with this Framework Agreement

Tender returns will be assessed to determine the Most Economically Advantageous Tender. (M.E.A.T.) This criterion will be used for contract awards.

NOTE: The table below is included for information only and indicates the Award Criteria and weighting ranges to be used for mini competitions associated with this framework. Some or all of the criteria listed may be used during mini competitions.

The criteria are not listed in order of importance. The Employer may attach different weightings (within the ranges indicated in the table) for Task Orders, depending on the requirements. Specific award criteria and weightings will be advised for each invitation to tender based on the table below.

Award Criteria

Description	Key Areas	Marks Range
Understanding the Service	Understanding the service requirement for a particular project	0 - 25
Experience	Experience relevant to the project	0 - 40
Engagement plan and approach to the project	Provide an energy conservation plan for the facility and describe how Optimising Power @ Work will be delivered.	10 - 30
Targets	Service provider to provide a percentage energy saving target for the facility over the contract term	0 - 20
Lead personnel	Lead Persons qualifications, experience and skills relevant to the size scope and nature of the project	10 - 60
Other Assigned Resources	Qualifications and experience of other proposed project team members	10 - 25
Cost	Overall Cost - Detailed breakdown of cost based on assigned resources	20 - 70

3. Award by application of Framework Contract rates (Option C)

- 3.1. If Option C is used the Employer will prepare a bill of notional quantities with quantities corresponding to the items for which there are rates in the Pricing Schedule. The Employer will, without consulting the Participants, apply the rates tendered in each Framework Participant's Pricing Schedule to the quantities in the bill of notional quantities, and having extended the rates and quantities and summed them, determine the lowest comparative cost.

- 3.2. The Task Order will be offered to the Framework Participant with the lowest comparative cost. The Employer will send that Framework Participant either:
 - 3.2.1. a proposed Task Order that does not require a quotation or
 - 3.2.2. a proposed Task Order requesting a quotation
 - 3.2.3. In either case above a response time will be specified.
- 3.3. If the Framework Participant responds within the time allowed by the Employer with a response that
 - 3.3.1. Confirms that the Framework Participant can provide the services
 - 3.3.2. and if required the proposed Task Order includes a quotation for the Task confirming a lump sum fixed fee that does not exceed the comparative cost determined by the Employer under rule 3.1

the Employer may issue the Task Order to that Framework Participant. Otherwise, the Task Order will be offered to the Framework Participant with the next-lowest comparative cost, and the same procedure will apply until the Task Order is awarded. Alternatively, the Employer may at any time end the procedure and, if it wishes, use one of the other available options.

4. **Call-off in rotation (Option D)**

- 4.1. Task Orders awarded using Option D will be offered to Framework Participants in rotation, in the following order (by reference to the List of Participants):

[e.g. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 1, 2, 3, 4, 5, 6, 1, 2, 3]

If the Framework Participant to whom a Task Order is offered fails to confirm within the time allowed by the Employer that it is able to undertake the work and will accept the Task Order, the Task Order will be offered to the Framework Participant next on the list, and the same procedure will apply until the Task Order is awarded. But the Employer may at any time end the procedure and, if it wishes, use one of the other options. A Framework Participant refusing a Task Order will lose its place in the rotation for that round, and the next Task Order will be offered to the Framework Participant coming after the one to whom the Task Order was offered in the rotation. If the list is exhausted, the rotation will go back to the top and work down through same order again.

- 4.2. When offering a Task Order under this rule 4, the Employer may issue a proposed Task Order and request for quotation under clause 5.1 of the Conditions. If the Framework Participant in question fails to provide a quotation within the time required, or the Employer is dissatisfied with the quotation, the Employer may issue a proposed Task Order to the Framework Participant next on the list (and rule 4.1 will apply as though the Framework Participant had been passed over under rule 4.1). The Employer may not issue a Task Order based on a quotation that is less economically advantageous than a compliant quotation that was passed over under this clause 4.2.
- 4.3. Alternatively, Task Orders issued under this rule 4 without a proposed Task Order and quotation under clause 5.1 of the Conditions will be valued according to second and third sentences of clause 6.2 of the Conditions.

5. **Termination and Promotion**

- 5.1. A Participant whose Term is terminated is no longer considered a Participant under these rules.
- 5.2. If a Participant's Term is terminated, each Participant below it in the List of Participants moves up to fill the position of the Participant whose Term was terminated. But moving up will not cause a Participant to miss a turn under Option D (if used).

- 5.3. If there are any Reserve Participants named in the List of Participants, and a Framework Participant's Term is terminated for any reason and the framework is continuing, the highest ranked Reserve Participant on the List of Framework Participants is added to the bottom of the List of Participants, and from then on will be considered a Framework Participant (and not a Reserve Participant).
- 5.4. The Term will expire automatically when the total value of Service Contracts awarded to all framework participants party to this agreement reaches €2M.
OR
The termination date of this agreement is reached (4 year term)
- 5.5. The Employer may terminate this agreement by written notice to the Service Provider:
- i) in compliance with the Framework Rules
 - ii) if any statement made by the Service Provider in connection with the procedure by which this agreement was awarded to the Service Provider was untrue when made or
 - iii) without cause, if the Employer also terminates its agreements with all Service Provider listed in the Framework Rules.
- 5.6. Termination of this agreement may not affect Service Contracts already awarded but the Employer reserves the right to review all Service Contracts as per the service contract conditions

6. Performance Review

- 6.1. When requested by the Employer, Framework Participants must collate and provide to the Employer the information required for the Employer to review participant performance according to the Performance Measurement Table below.
- 6.2. The Employer may review Framework Participants' performance of their Task Orders, and the Contract, annually during the contract term and in advance of any proposed contract extension or at other times, if deemed necessary at the sole discretion of the Employer. Reviews will be carried using the Performance Measurement Table below as the terms of reference.
- 6.3. In this rule, a Participant is said to have reached Level 1, Level 2 or Level 3, if, during the listed measurement period for an indicator in the attached Performance Measurement Table, occurrences of that indicator equal or exceed the number listed in the column headed "Level 1", "Level 2", or "Level 3".
- 6.4. If a Participant has reached Level 1, the Employer will give that Participant a written notification and the Participant must demonstrate to the Employer's satisfaction that it has implemented steps to redress the problem within 14 days.
- 6.5. If a Participant has reached Level 2, the Employer will exclude that Participant from each call-off in which it is due to participate until the Participant has demonstrated to the Employer's satisfaction that it has implemented steps to redress the problem. Rule 5 will apply temporarily during this period as if the excluded Participant's Term had been terminated. In these circumstances the service provider must submit a Services Improvement Plan for the employer to review and approve within 21 days. Review and approval of the plan shall not be unreasonably withheld by the Employer.
- 6.6. If a Services Improvement Plan is not submitted within 21 days the Employer will write to the service provider requesting a response within seven working days. If a plan is not submitted within this time frame the service provider will reach Level 3.
- 6.7. If the Services Improvement Plan submitted within 21 days is deemed to be unacceptable the Employer will write to the service provider requesting an amended plan within seven working

days. If a plan is not submitted within this time frame or if the amended improvement plan is deemed to be unacceptable by the Employer then the service provider will reach Level 3. As before the review and approval of the improvement plan shall not be unreasonably withheld by the Employer.

- 6.8. Approved Services Improvement Plans must be implemented by the service provider in a timely manner to a programme agreed with the Employer on a case by case basis. Failure to implement an approved Services Improvement Plan as agreed results in the service provider moving to Level 3.
- 6.9. If a Participant has reached Level 3 the Employer will terminate that Participant's Term.

No	Employer's objective		Indicator	Measurement Period
1	Quality of Work and Task Orders	Execution of the specified Task Order	Failure to engage with an assigned facility as per the specified task order	Term
		Performance indicators, reporting and validation	Negative feedback from end users which has been investigated and validated by the Employer	Term
			Failure to issue monthly energy and activity reports to participants as per the Services requirements and /or an agreed project plan	Term
			Failure to complete periodic energy metering validation as per the Services requirements	Term
			Failure to deliver energy savings as per agreed targets	Term
2	Contract Management and Administration	Every request for tender should be answered	Failure to respond to a call for tender	Term
		Contract Management and administration tasks as per Appendix 1 Services Requirements, Section A1.2	Failure to deliver contracted tasks within 14 working days of scheduled completion	Term
			Failure to implement the monthly invoicing and activity reporting procedures as per the Services requirements	Term
			Failure to attend and present at monthly Steering Group Meetings	Term
3	Programme	Commencement of Task Order	Failure to commence a Task order within 60 working days of scheduled start	Term
		Building Specific Tasks, Section A1.3 and Additional tasks, Section A1.4 of the Services requirements and agreed project plan	Failure to complete specific contracted tasks within 30 working days of scheduled completion	Term
		Completion of Task Orders as per contract	Failure to complete Task orders as specified within the contract term (prior to considering a contract extension)	Term
4	Health & Safety	Health and Safety reporting	Failure to report health and safety issues or incidents to the Employer in a timely manner	Term
		Management of health and safety during the performance of the task list	Failure to adhere to the health and safety guidelines as specified in the Services requirements Section A1.4 (s)	Term

No	Employer's objective		Indicator	Measurement Period	Level 1 (Rule 6.4)	Level 2 (Rule 6.5 – 6.8)	Level 3 (Rule 6.9)
5	Contract Compliance	Insurances	Failure to submit updated insurance details annually	Term	1	2	
			Failure to maintain the required levels of insurance	Term	n/a	1	
		Selection Criteria	Failure to submit further information relating to the selection criteria associated with this framework agreement within 14 days when requested to do so by the Employer	Term	n/a	1	
		Resources	Failure to maintain the contracted resources for the task orders issued under this framework	Term	1	2	
		Performance Improvement	Failure to submit a Services Improvement Plan when requested to do so under Level 2 (Rule 6.5 and 6.6) notifications	Term	n/a	n/a	
			Failure to implement an approved Services Improvement Plan in a timely manner as agreed with the Employer	Term	n/a	n/a	

Appendix 8: Tenders Response to the Framework Award Criteria

The Award Criteria in Section 3.3 of the CFT will be used for assessing bids that satisfy the Selection Criteria in Section 3.2 and therefore qualify for further assessment.

Important: Respondents must ensure that a compliant Electronic European Single Procurement Document (eESPD) is submitted in order to qualify for the Award Criteria Assessment. All sections of this Appendix should be completed and returned as part of the Tenderers response.

- a. Tenderers are required to respond to Award Criteria A B, C, D, E, F, G and H. Responses to be provided within the relevant sections below for each criteria or by confirming that the relevant Appendix associated with a given award criterion has been completed and returned with the Tenderers response. Supporting information, such as CVs etc., does not need to be provided at this time. In order to qualify for the award assessment respondents must have already satisfied the Selection Criteria via the requested eESPD Respondents should note that the award assessment will be based upon the information provided in this document alone. If further information is required regarding the organisation, financial standing, experience, technical ability etc. then this will be requested through the mechanisms in the Selection Criteria or during contract award assessments under the framework rules (when appointed)
- b. In part 5 of the completed pricing schedule (Appendix 2) Tenderers must arrive at a Total Lump Sum Fixed Fee for the project bundles considering each building separately and the notional tender bundles as a whole. Tenderers must provide a detailed cost breakdown (Appendix 2) which matches the planned resources, scope of work and overall costs.
- c. There is a minimum qualifying mark for criteria A, B, C and H. This is shown in brackets in the marks range column of the Award Criteria table in section 3.3 of the CFT. A Tenderer failing to achieve the minimum mark for any criteria may not be considered for Award or for further assessment in Award Criteria D.
- d. Award Criteria E, F and G are PASS/FAIL. Failure to return the requirements of these criteria may void the CFT response and halt further assessment.
- e. The Award Criterion for appointments to the framework shall be the Most Economically Advantageous Tender (MEAT). The tenders with the highest overall score will be the most economically advantageous.

Important Notes Regarding Tender Submissions

1. The tender submission shall be presented in the order outlined below. This document has been issued to participants in Microsoft Word format for ease of completing the required information. For evaluation purposes it is essential that this exact format is returned. Changes in the response format, additional information / appendices will not be accepted or considered for the assessment.
2. The pricing schedule (Appendix 2) is issued in Microsoft Excel format for ease of completing the required information. The onus is on the Tenderer to check that any preloaded formulae are correct and that the final totals forming the lump sum fixed fee are as the Tenderer intended. The Contracting Authority bears no responsibility for errors on the spreadsheet. The financial submittal must be returned in Excel format AND PDF format for record.
3. No edits or material changes to this document are permitted other than where indicated i.e. the sections marked for the participant to provide responses and cost information.
4. The pricing format in Appendix 2 must remain unchanged (notwithstanding any adjustments made to formulae during arithmetical checks by the Tenderer).
5. All tender returns and associated queries and correspondence regarding this CFT shall be via the eTenders platform.
6. Tender returns submitted after the closing date and time OR submitted in formats other than the exact format requested shall not qualify for evaluation.
7. Tenderers should be cognisant of the total energy costs per annum of a given facility and the potential savings possible when planning and costing the proposed services offering for the campaign. It is essential that the overall cost of the proposed service provision is financially viable and this will form part of the overall assessment.

A: Provide an outline project plan including typical timeframes, for the delivery of the Service as described in this CFT. This criterion is linked directly to the Appendix 2: pricing schedule and must reflect the requirements of the pricing schedule including the quantities specified.	25 [15]
<i>(Maximum Word Count = 2,000 words)</i> Tenderers Response:	

B: Provide a building energy conservation plan. This criterion is non-prescriptive and the response is not expected to directly reflect the requirements of the Appendix 2 pricing schedule. The contracting Authority is specifically looking for the respondent to demonstrate a creative and innovative approach to keeping energy conservation firmly on the agenda in participating buildings and to keeping staff engaged and motivated. The Service Provider should describe how they would ideally approach an Optimising Power @ Work engagement plan for each type of facility in the bundles A – C inclusive of Appendix 9: Notional Tender Building Details. The response should reflect the Services Requirements in terms of activities but not necessarily the quantities specified in the CFT. The response may include strategies and activities recommended by the respondent that are not specifically detailed in the Services Requirements. The response should highlight specific engagement strategies and activities for each bundle in Appendix 9: Notional Tender Building Details. List activities that are common to all facility types (40 marks) and detail recommended activities specific to each bundle in turn: A) 3rd level education campus, B) Specialist facilities C) Hospital. (60 Marks). <i>This award criterion is not Linked to Appendix 2: pricing schedule</i>	100 [60]
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(Maximum Word Count = 2,000 words)

Tenderers Response:

<i>C: Provide details of the management and resources to be applied. For this notional tender the respondent does not have to name individuals but must detail the resources to be applied for each bundle (A-C) in the CFT and describe how they will be managed. This criterion is linked directly to the Appendix 2: pricing schedule and must reflect the requirements of the pricing schedule and the quantities specified in the Services Requirements.</i>	20 [12]
<i>(Maximum Word Count = 500 words)</i> Tenderers Response:	

D: Provide a fee for the work: The costs provided must be exactly as per the Pricing Schedule for Notional Tenders in Appendix 2 of this CFT. The Appendix 2 pricing schedule is prescriptive. It provides a uniform pricing platform for all respondents and it will determine rates for each of the items detailed in the Services Requirements. These rates will be used as the basis for awarding future contracts from the framework as per the framework rules.	125
Assessed in Appendix 2 of this submission – Pricing Schedule	

E: Appendix 3: Tenderer's Statement - must be completed and returned with the CFT. Failure to do so may void the CFT response.	Pass/Fail
Appendix 3: Tenderer's Statement returned with CFT response?	YES/NO (Delete as appropriate)

F: Appendix 4: Declaration as to Personal circumstances of Tenderer - must be completed and returned with the CFT. Failure to do so may void the CFT response.	Pass/Fail
Appendix 4: Declaration as to Personal circumstances of Tenderer returned with CFT response?	YES/NO (Delete as appropriate)

G: Appendix 6: Confidentiality Agreement	Pass/Fail
Appendix 6: Confidentiality Agreement returned with CFT response?	YES/NO (Delete as appropriate)

H: Regions where the Services are offered by the Service Provider - Leinster, Connacht/Ulster & Munster (30 marks), Two regions only (25 Marks), One Region only (20 Marks)	30 (20)								
Tenderer Name: ----- <i>(Tenderer to complete)</i> Respond with the words YES or No below <table border="1"> <thead> <tr> <th>Region(s) where services are offered</th><th>Tenders Response</th></tr> </thead> <tbody> <tr> <td>Leinster</td><td></td></tr> <tr> <td>Ulster/ Connacht</td><td></td></tr> <tr> <td>Munster</td><td></td></tr> </tbody> </table>		Region(s) where services are offered	Tenders Response	Leinster		Ulster/ Connacht		Munster	
Region(s) where services are offered	Tenders Response								
Leinster									
Ulster/ Connacht									
Munster									

Appendix 9: Notional Tender building Details

Important Note:

This is a Notional Tender Enquiry

CFT Respondents Shall Not Contact the Facilities Directly.

All Enquiries, Queries and Clarification Requests Shall be Directed to the Contracting Authority via the official eTenders form

It is not possible to arrange site visits for participants in this notional tender process. Tenders shall be returned on the basis of the information provided in the tender documentation and that publicly available from the facilities web sites.

BUILDING DETAILS

The available building details for the campus (es) forming this notional tender enquiry are detailed in this section.

Note: Refer to document Ref: **CfT8598839-OPWE0126-Appx 2-Notional Tender pricing schedule-PT-260630** for energy consumption data, floor areas and other useful information for each facility. This enquiry uses pre COVID 19 and pre energy crisis data. This information is intended as a general guide to the energy profile, occupancy, operations, function and size of the facilities and does not purport to be 100% accurate. Links to the various facilities web sites have been provided where further general information about each facility is available. Campus maps (where available) and energy efficiency performance in the Optimising Power @ Work programme to end of year 2022 have also been provided in the documentation.

Bundle A (i) – SETU Waterford		
	Facility Address	Main Campus, Cork Road, Waterford WIT Arena (West Campus), Carrickanure, Co. Waterford Applied Technology Building, 108 Industrial Estate, Waterford ERTC, 105 Industrial Estate, Waterford The Granary, Merchants Quay, Waterford
	Energy Consumption	Refer to documents: CfT8598839-OPWE0126-Appx 2-Notional Tender pricing schedule-PT-260630, Notional Tender List – Facilities Summaries-Issue-PT-250704 (BELOW AT THE END OF THIS SECTION)
	Metering System Details	OPW Metering system installed with +/- 75No. Metering points. All SEUs are monitored. System reliability is good. Some issues with full thermal data capture
	Building Details & Department Listings	<i>Refer to the web link:</i> https://www.setu.ie/search#gsc.tab=0
	Energy Team in Place on Campus	Yes Energy Team engagement is good.
	Building Management System	Yes Facility has a BMS onsite
	Campus Map	<i>Refer to the web link:</i> https://www.setu.ie/search#gsc.tab=0
	Other Information Considered Relevant	BMS onsite (Controls Main Campus & West Campus) Comprehensive system (Cylon / Sygma) onsite, provides excellent overview and control. Occupancy patterns vary in accordance with campus semesters.

Bundle A (ii) SETU Carlow		
	Facility Address	Kilkenny Rd, Moanacurragh, Carlow
	Energy Consumption	Refer to documents: <i>CFT8598839-OPWE0126-Appx 2-Notional Tender pricing schedule-PT-260630, Notional Tender List – Facilities Summaries-Issue-PT-250704 (BELOW AT THE END OF THIS SECTION)</i>
	Metering System Details	OPW Metering system installed with +/- 35No. Metering points. All SEUs are monitored. System reliability is good.
	Building Details & Department Listings	<i>Refer to the web link:</i> https://www.setu.ie/search#gsc.tab=0
	Energy Team in Place on Campus	No
	Building Management System	Yes BMS is used on daily basis with central system installed in Estates/Reception area. Cylon and Trend systems are in use. Energy Team is well aware of BMS opportunities and use of the system is on satisfactory levels. Some systems upgrades would be beneficial
	Campus Map	<i>Refer to the web link:</i> https://www.setu.ie/search#gsc.tab=0
	Other Information Considered Relevant	Flood Light Pitches: GAA Pitch, Rugby Pitch, Soccer Pitch, 4 no. 5 asides (1 No. large, 3 No. small) Occupancy patterns vary in accordance with campus semesters.

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Bundle B (i) – Marine Institute		
	Facility Address	Marine Institute Headquarters. Rinville, Oranmore, Co. Galway
	Energy Consumption	Refer to documents: <i>CfT8598839-OPWE0126-Appx 2-Notional Tender pricing schedule-PT-260630, Notional Tender List – Facilities Summaries-Issue-PT-250704 (BELOW AT THE END OF THIS SECTION)</i>
	Metering System Details	OPW energy metering system installed and operational. All SEUs monitored from main switchroom. 32No. meter points.
	Building Details & Department Listings	<i>Refer to the web link: https://www.marine.ie/site-area/infrastructure-facilities/laboratory-building-facilities/laboratory-and-building</i>
	Energy Team in Place on Campus	YES – Very engaged team in place
	Building Management System	Yes - Site wide Trend 963 BMS system with all HVAC controlled and scheduled from a centralised BMS PC. Used regularly by engineering staff including adding bank holiday exemption days.
	Campus Map	<i>Refer to the web link: https://www.marine.ie/site-area/infrastructure-facilities/laboratory-building-facilities/laboratory-and-building</i>
	Other Information Considered Relevant	FTE Employees - 200 Heating via LPG Building provides mainly laboratory facilities, reception area, office accommodation, staff restaurant, crèche stores and a library. Constructed 2006 Laboratory hours can change due to number of experiments required within a specific department and out of hours access may also be required for laboratory staff.

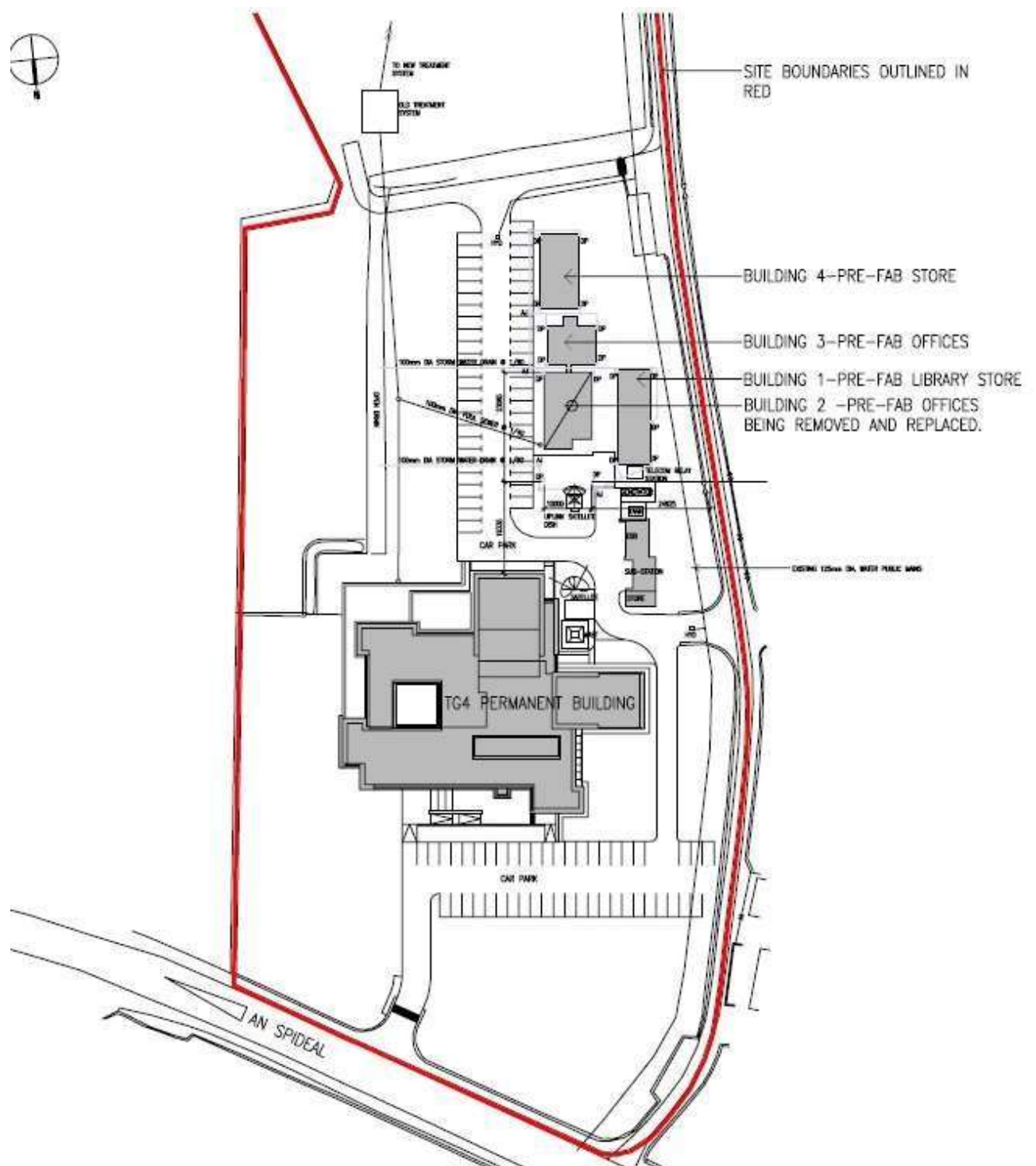
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Bundle B (ii) – TG4		
	Facility Address	TG4, Baile na hAbhann, Co. Galway, Ireland, H91 X4T0.
	Energy Consumption	Refer to documents: CfT8598839-OPWE0126-Appx 2-Notional Tender pricing schedule-PT-260630, Notional Tender List – Facilities Summaries- Issue-PT-250704 (BELOW AT THE END OF THIS SECTION)
	Metering System Details	OPW Energy metering system in place and operational. All SEUs monitored. 26No. meter points.
	Building Details & Department Listings	Refer to the web link: https://www.tg4.ie/en/
	Energy Team in Place on Campus	YES – Very engaged team in place
	Building Management System	YES - Cylon system maintained by Manutec Limerick.
	Campus Map	Refer to the web link: https://www.tg4.ie/en/
	Other Information Considered Relevant	Oil Fired heating system. Solar array installed. Building is occupied and operates 24 / 7 FTE Employees 89

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Bundle C-Tallaght University Hospital		
1.	Facility Address	Tallaght University Hospital, Tallaght, Dublin 24, D24 NR0A
	Energy Consumption	Refer to documents: CfT8598839-OPWE0126-Appx 2-Notional Tender pricing schedule-PT-260630, Notional Tender List – Facilities Summaries- Issue-PT-250704 (BELOW AT THE END OF THIS SECTION)
	Metering System Details	Extensive OPW energy metering system was installed in 2014/15 as the facility previously participated in the Optimising Power @ Work programme. Circa 100No. meter points. All SEUs from all sub stations monitored. Generally the system is in good working order. Planned maintenance was carried out in Q1 2023 and identified some repair works which are complete.. Some validation work and relabeling due to departmental reconfigurations required also. The monitoring to the gas supply needs to be reinstated as it currently reports to the hospital BMS. Some additional metering required to monitor buildings / facilities that have been constructed on the campus since the original installation
	Building Details & Department Listings	Refer to the web link: https://www.tuh.ie/Contact-Us/
	Energy Team in Place on Campus	No
	Building Management System	Yes
	Campus Map	See below
	Other Information Considered Relevant	Refer to the web link: https://www.tuh.ie/Contact-Us/

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Main Building:



Facilities Summaries- Issue-PT-250704

Bundle Ref	Facility	Contract Term	Target Effective Date	Consumption GWh per Contract Term (2yrs) Pre COVID 19 Data	Consumption € per Contract Term (2yrs) Pre Energy Crisis Data	Total Area of Facility m sq	Year Joined programme	Energy Team in Place	% energy reduction reported to date (baseline year against year end 2022)	Link to General Information
A - (i)	SETU - Waterford (formally WIT)	2 Years	<i>Notional Tender Only</i>	32.93	€ 3,023,176	61,501	2017	YES	-15.78%	https://www.setu.ie/search#gsc.tab=0
A - (ii)	SETU - Carlow (Formally Carlow IT)	2 Years	<i>Notional Tender Only</i>	10.88	€ 926,962	37415	2016	NO	-3.03%	https://www.setu.ie/search#gsc.tab=0
B - (i)	Marine Institute, Oranmore, Co Galway	2 Years	<i>Notional Tender Only</i>	8.15	€ 664,450	11000	2016	YES	-48.27%	https://www.marine.ie/site-area/infrastructure-facilities/laboratory-building-facilities/laboratory-and-building
B - (ii)	TG4, Galway	2 Years	<i>Notional Tender Only</i>	2.32	€ 370,000.00	2400	2019	YES	-20.40%	https://www.tg4.ie/en/
C	Tallaght University Hospital	2 Years	<i>Notional Tender Only</i>	59.63	UNKNOWN	UNKNOWN refer to campus map	2015	NO	-6.18%	https://www.tuh.ie/Contact-Us/