



CYCLE 1 QUALIFICATION QUESTIONNAIRE

Establishment of a Single-Party Framework Agreement for the Provision of Cleaning Services for Public Conveniences within Fingal County Council's Administrative Area (FCC.250.26)

Initial Contract: 2 Years

Procedure:	Restricted (OJEU)
Issue Date	As per etenders Notice
Etenders Reference	As per etenders.
Closing Date for Queries	As per etenders Notice at 12 noon (Irish time)
Closing Date for Tender Submissions	As per etenders Notice at 12 noon (Irish time)
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Format for submission of tenders	Tender post-box facility on www.etenders.gov.ie

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents.

Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

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1. Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Applicants are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

2. About the Contracting Authority

Fingal County Council, herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Fingal County Council is the Local Authority for the administrative county of Fingal. Fingal is located to the north of Dublin City and is also bordered by South County Dublin, Meath and Kildare, and to the east by the Irish Sea. The county covers an area of c. 448 sq. km. Fingal has a population of 329,218 making it the third most populous local authority area in the country. Fingal's significant economic advantages includes Dublin Airport, fast access to Dublin Port, rail, road, power and telecommunications infrastructure and the availability of serviced and unserved land for development.

Local Authorities are the closest and most accessible form of Government to citizens. They have responsibility for delivery of a wide range of services in their local area with a focus on making cities, towns and countryside attractive places to live, work and invest. These services generally include housing; planning; infrastructure; environmental protection; and the provision of recreation and amenities and community infrastructure. Local Authorities also play a key role in supporting economic development and enterprise at a local level.

Further information is available at our corporate website www.fingal.ie.

Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter into the contract.

Climate Action, Sustainable Procurement and Energy Management

Fingal County Council has signed the Climate Action Charter for Local Authorities, an action of the Government's Climate Action Plan, committing the local authority to actions around climate change. In this regard, Fingal County Council will ensure that policies and practices that lead us towards low carbon pathways, ask suppliers as part of the procurement process to provide information on their carbon footprint and on the sustainability practices and steps they plan to reduce its impact and implement green public procurement strategy and procedures across all business areas.

It should be noted that Fingal County Council is committed to promoting and supporting innovative and environmentally sustainable practices and endeavours to ensure their inclusion in all contracts.

The Contracting Authority has been accredited with ISO 50001 Energy Management. Accordingly, the contracting authority will establish and implement criteria for evaluating energy performance over the planned or expected operating lifetime, when procuring energy using products, equipment and services which are expected to have a significant impact on its energy performance.

When procuring energy using products, equipment and services that have, or can have, an impact on Significant Energy Users, the contracting authority shall inform suppliers that energy performance is one of the evaluation criteria for procurement.

Where applicable, the contracting authority will define and communicate specifications for ensuring the energy performance of procured equipment and services.

3. Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a Single-Party Framework Agreement for the Provision of Cleaning Services for Public Conveniences within Fingal County Council's Administrative Area (FCC250-26).

Initial Contract: 2 Years

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded.

In the context of a single-party framework agreement, the successful framework member does not have to compete for each new contract.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

3.1 Numbers admitted to the Framework Agreement

The framework agreement will be established as a single party framework agreement with the tenderer selected following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

3.2 Duration of the Framework Agreement

The Framework agreement will be for four (4) years, subject to satisfactory performance, business needs and budgetary constraints

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

3.3 Estimated Value of the Framework Agreement

The maximum total value of the any services pursuant to the framework agreement will not exceed €6,000,000 (ex. VAT) over the lifetime of the agreement i.e., 4 years.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

Prices tendered for the Initial Contract will remain fixed for the full two-year duration of that contract. For services provided during years three and four of the Framework Agreement, prices may be adjusted annually in line with inflation, subject to the terms of the Framework Agreement.

3.4 Awarding Contracts under the Framework Agreement

In the case of a single party framework agreement contracts may be awarded directly on foot of the original tenders or by consultation with the framework member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

3.5 Award to Runner Up

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3.6 Use of the Framework Agreement

The Contracting Authority will use this framework agreement as and when requirements within its scope arise. However, there is no obligation upon the Contracting Authority to make use of this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions, a draft version which will be appended to the tender document.

3.7 Scope of the Framework Agreement

Fingal County Council proposes to establish a Single-Party Framework Agreement for the provision of cleaning, servicing and associated support services for public conveniences located throughout Fingal County Council's administrative area.

The Framework Agreement will cover the routine and periodic cleaning of public convenience facilities, including conventional public toilet facilities and Eco Toilets, together with associated opening, closing, inspection, restocking and basic facility management requirements.

The services required under the Framework Agreement may vary depending on the location, usage levels, seasonal demand and type of facility. The following is not intended to be an exhaustive list of the services that may be required:

- Routine cleaning of public conveniences, including cleaning multiple times per day where required.
- Cleaning and servicing of Eco Toilets, having regard to the particular cleaning and operational requirements associated with these facilities.
- Regular inspections and spot checks to ensure that facilities are maintained in a clean, hygienic, safe and presentable condition throughout their opening hours.
- Deep cleaning of facilities as required, including walls, floors, doors, sanitary ware, internal fittings, fixtures and furnishings.
- Provision of all cleaning equipment, materials, chemicals and consumables necessary to provide the service.
- Restocking of toilet rolls, soap, hand-drying materials and any other consumables specified by the Contracting Authority.
- Emptying, cleaning and appropriate management of internal litter bins, feminine hygiene bins, nappy disposal bins and other waste receptacles.
- Opening and closing of public conveniences at the times specified by the Contracting Authority.
- Attendance at additional out of hours or emergency callouts where required.
- Identification and reporting of defects, damage, vandalism, health and safety concerns or maintenance issues identified during the provision of the service.
- Arranging for the resolution of minor maintenance issues where this forms part of the services required by the Contracting Authority and promptly notifying the Contracting Authority where specialist or more substantial maintenance works are required.
- Maintaining the immediate external areas and external surfaces of public convenience facilities in a clean, tidy and presentable condition.

- Removal of graffiti from external or internal surfaces and, where required, arranging for surfaces to be cleaned, treated or repainted to restore them to an acceptable condition.
- Responding to increased cleaning requirements arising from events, seasonal demand, high visitor numbers or other circumstances identified by the Contracting Authority.

The Contractor will be required to ensure that all public conveniences included under the Framework Agreement are maintained to a consistently high standard of cleanliness and hygiene and are suitable for use by members of the public.

The precise locations, frequency of cleaning, opening and closing arrangements, service levels and any location-specific requirements will be set out in the tender documentation and/or individual service instructions issued by Fingal County Council during the term of the Framework Agreement.

Fingal County Council reserves the right to add, remove or amend locations during the term of the Framework Agreement in accordance with its operational requirements, subject to the terms and conditions of the Framework Agreement.

Additional details will be provided at Stage 2 of the process.

4.8 Scope of Requirement for the Initial Contract

The framework agreement will be established following a competition for an initial contract duration of two years. It may encompass the full scope of requirements outlined above in Section 4.7.

1. Instructions to Applicants

Every effort has been made to ensure that this Document contains all the necessary information for the completion of applications. the Contracting Authority does not warrant or represent that this Document, or any other information given to Applicants, is accurate or complete. No liability is accepted for any error, misstatement, or omission (negligent or otherwise) in this Document, or in any other information given to Applicants.

5.1 Queries

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie, including any omissions which would prevent applicants from submitting a comprehensive response. Please submit queries as soon as possible.

The closing date for queries	is 12.00 noon as per eTenders Notification
Process for submitting queries	Via www.etenders.gov.ie only

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

5.2 Submission of Applications

The Contracting Authority is using the tender Postbox facility and applications must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Applicants must ensure that they give sufficient time to upload their response.

The Contracting Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corrupt.

Applicants should produce their response as a SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed.

5.3 Closing date for Applications

The closing date for Applications	is 12.00 noon as per eTenders Notification
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Applicants must ensure that they give themselves sufficient time to upload and submit all required documentation before the closing date/time. Applicants should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic postbox and a one-hour limit for upload. In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Applicants should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

It is the responsibility of the Applicant to ensure that their application is complete and is uploaded by the designated deadline. **Applications that are received late or via other means WILL NOT be considered in this public procurement competition**

NOTE: It is important to note that only persons who have downloaded and accepted a document can submit an upload. Also, please leave sufficient time for upload of documents prior to the deadline as it is not possible to upload any material after this time and the Contracting Authority will not accept documents not received in compliance with the rules of the tender.

5.4 Completing the Qualification Questionnaire

When completing the Qualification Questionnaire contained in Appendix A to this Document, Applicants should note the following conditions:

All questions must be completed in full and without reference to other documents or other parts of the Qualification Questionnaire.

All questions should be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasised that the information requested in the Qualification Questionnaire is aimed solely at determining the suitability and choice of Applicants for entry to the competitive tendering stage. Only at that subsequent tendering stage will the selected tenderers be invited to tender in Application to the specific requirements of the contract in the light of the published award criteria and the Invitation to Tender document.

Where a 'Rule' is associated with a particular question, Applicants must satisfy the requirements of the rule in order to remain eligible for consideration in the competition.

Applicants are permitted to add lines to the pro-forma tables and boxes set out within the Qualification Questionnaire if required.

The Qualification Questionnaire must be completed in English.

All financial information should be denominated in euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of financial statements in which case it is sufficient for the information to remain in its original currency.

Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account during the evaluation process.

The Contracting Authority 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 this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, 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.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit an application in response to this Qualification Questionnaire the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the contract only (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor"). The Applicant must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Applicant and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

Applicants are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the application is from a consortium / joint venture Applicants must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party.

Applicants are strictly prohibited from discussing any aspect of their Application to the Qualification Questionnaire with other Applicants or otherwise exchanging information or colluding in respect of the project. Any Applicant who fails to comply with this requirement may be disqualified.

The Contracting Authority is not responsible for and will not pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its Application or otherwise. Further, the Contracting Authority is not responsible for any travel or accommodation costs incurred by the Applicant unless previously agreed in writing by the Contracting Authority. Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an Application or in participating in this process and competition.

5.5. European Single Procurement Document

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section A of the Questionnaire. However, the Contracting Authority requires evidence via completed submission of Section B relating to Technical Capacity. Mere confirmation **will not be** sufficient under these headings.

Progression to tender stage will be conditional upon identified Applicants providing evidence of self-declared information to the Contracting Authority. Failure to provide appropriate evidence within the required timeframe specified will result in the Applicant being deemed inadmissible for the next stage of the competition.

5.6. Evaluation of Applications

An "Application" means the submission by an Applicant of a completed Qualification Questionnaire including the associated appendices.

Applications will be evaluated strictly on their merits in accordance with the published selection criteria, minimum rules and weightings specified in the Qualification Questionnaire.

5.7. Clarification of Applications

While not being obliged to seek clarifications from Applicants, the Contracting Authority reserves the *right*, at its absolute discretion, to ask Applicants for clarification or elaboration of their applications to assist in its evaluation of Applications.

However, it is emphasised that the Contracting Authority will **not** be obliged to seek clarification where any of the essential pass requirements set out in the Qualification Questionnaire have not been met. Therefore, Applicants should pay particular attention to ensure that their applications contain all the required information.

5.8. Identification of Tender List

All applications will be evaluated in line with the criteria and rules outlined in Appendix A. Responses will be scored and the top scoring five (5) qualifying Applicants will be invited to tender, subject to that number meeting the minimum requirements.

5.9. Freedom of Information Acts

All responses to this Qualification Questionnaire will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the Applicant except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement rules.

Applicants are requested to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If that is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by applicants, either in response to this Qualification Questionnaire or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any disclosure of the relevant information, which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

5.10. Interference

Any effort by the Applicant to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of Applications and in decisions concerning the award of the contract shall have their Application rejected.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

5.11. Inducement to Purchase

The Contracting Authority shall be entitled to disqualify an Applicant in one of the following circumstances:

- (a) if the Applicant has offered or given or agreed to give to any person any gift or consideration 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 contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with the Contracting Authority, or
- (b) if like acts have been done by any other person employed by the Applicant or acting on its behalf (whether with or without the knowledge of the Applicant).

2. APPENDIX A: Qualification Questionnaire

REF	PASS/FAIL CRITERIA	PASS REQUIREMENT		
A1	Applicant Summary	Applicants must complete this section. If the Applicant is a grouping, then a separate questionnaire must be completed for each group member.		
A2	Tax Compliance	Note: Applicants are required to complete a Self-Declaration Form (A5) . Applicants should note that if invited to tender, they will be required to provide the evidence self-declared prior to receipt of invitation to tender.		
A3	Turnover			
A4	Insurance			
A6	Health & Safety	Applicants must provide a statement confirming that all required Health & Safety systems are in place in accordance with Irish legislation. The Contracting Authority reserves the right to seek further information to verify compliance.		
A7	Declaration of Bona Fides	Applicants must complete, sign and date the Declaration. Non-compliant Applicants under any of the headings will be automatically disqualified.		
A8	Declaration Article 5K	Applicants must complete, sign and date this Declaration. Non-compliant applicants under any of the headings will be automatically disqualified.		
REF	WEIGHTED CRITERIA	MAX POINTS	ASSESSMENT	MIN POINTS REQUIRED
B1	Management Personnel	1,500	Applicants must demonstrate that they have suitably qualified and experienced management personnel available to oversee and manage the delivery of contracts of a similar nature, scale and complexity. Applicants should provide details of the proposed key management personnel who would have responsibility for the management and oversight of the services, including, as a minimum: - the Contract Manager or equivalent senior person with overall responsibility for service delivery. - relevant qualifications, training and professional experience. - experience in managing cleaning, facilities management or similar public-facing services. - experience managing multi-location contracts and services requiring cleaning at regular intervals throughout the day. - experience managing staff resources, rotas, absence cover and service continuity.	900

			• experience dealing with service performance, complaints, callouts, health and safety matters and maintenance issues and • experience engaging with clients and providing contract management and performance reporting. Applicants should clearly identify the role and responsibilities of each person presented and demonstrate their relevance to the services covered by this Framework Agreement. Assessment will have regard to the relevance, quality and extent of the experience demonstrated by the proposed management personnel.	
B2	Previous Experience	8,000	Applicants must demonstrate previous experience in the successful delivery of contracts involving cleaning and associated services of a nature, scale and complexity comparable to the requirements of this Framework Agreement. Applicants should provide details of two relevant contracts/projects completed or substantially performed within the previous five years. The examples provided should, insofar as possible, demonstrate experience relevant to the requirements of this Framework Agreement, including: • cleaning and servicing of public conveniences, washroom facilities or comparable public-facing facilities. • management of multiple geographically dispersed locations. • cleaning services requiring multiple attendances or inspections per day. • cleaning of facilities subject to high levels of public usage. • opening and closing of facilities. • provision and replenishment of cleaning products and consumables. • waste and sanitary waste management. • deep cleaning and reactive cleaning requirements. • graffiti removal and maintenance of external areas. • response to emergency or unplanned callouts. • identification, reporting and management of maintenance issues. • management of seasonal fluctuations and changes in service demand. • use of appropriate inspection, monitoring, recording and quality-control arrangements and • delivery of services within agreed service levels and performance standards.	4,800

			For each contract/project submitted, Applicants should provide: 1. Client/Contracting Authority name 2. Contract title and brief description 3. Contract commencement and completion dates, or confirmation that the contract is ongoing 4. Approximate annual contract value 5. Number and type of locations serviced 6. Scope and frequency of the services provided 7. Applicant's specific role and responsibilities 8. Details demonstrating the relevance of the contract to the services required under this Framework Agreement 9. Key challenges encountered and how these were managed and 10. Client contact details for verification purposes. The Contracting Authority will assess the relevance, scale, complexity, breadth and quality of the experience demonstrated, with particular regard to the Applicant's experience of delivering cleaning and associated services across multiple public-facing locations. Higher marks will be awarded where the examples demonstrate a strong and direct correlation with the nature, operational demands and service requirements of this Framework Agreement.	
B3	Environmental Management Measures	500	Applicants must demonstrate the environmental management measures and practices that they have implemented in the delivery of cleaning services. Applicants should provide details of measures relevant to the services covered by this Framework Agreement, which may include: • selection and responsible use of environmentally preferable cleaning products and chemicals. • reduction in the use of hazardous substances. • arrangements for the safe storage, handling and disposal of cleaning products. • measures to minimise water and energy consumption. • reduction of single-use plastics and unnecessary packaging. • waste prevention, segregation, recycling and responsible disposal arrangements. • use of reusable, recycled or sustainably sourced cleaning materials and consumables. • measures to reduce unnecessary vehicle journeys and associated emissions when servicing multiple locations. • environmental training and awareness provided to cleaning and supervisory personnel and	300

			environmental monitoring, policies, procedures or recognised environmental management systems relevant to the Applicant's operations. Applicants should provide supporting evidence of the environmental measures described and demonstrate how these measures have been applied in the delivery of previous or existing cleaning service contracts. Assessment will have regard to the relevance, extent and effectiveness of the environmental management measures demonstrated.	
TOTAL		10,000	N/A	N/A

NOTE 1: Applicants should note that they must achieve a minimum rating of 60% for each of the individual qualitative criteria (B1) to (B3) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

Scoring Range	Description
90 - 100%	Excellent response with very few or no weaknesses and exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Applicant will deliver to an excellent standard.
80% - <90%	A very good response that demonstrates real understanding and fully meets the requirements and significant assurance that the Applicant will deliver to a very high standard.
70% - <80%	A good response that demonstrates appropriate understanding and fully meets the requirements and appropriate assurance that the Applicant will deliver to high standard.
60% - <70%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard.
Below 60%	Less than 60% is unacceptable and considered ineligible from further consideration.

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

3. SECTION A – Pass/Fail Criteria

A1. APPLICANT SUMMARY		Weighting: Pass/Fail only	
Pass requirement: Applicants must complete this section.			
Organisation Name			
Contact Name			
Position			
Address			
Contact Number(s)			
Email			
Date of establishment, if applicable			
Legal Status, if any (Company (Ltd.), Partnership, Sole Trader, etc.)			
Please confirm if you are an SME (Small and Medium Enterprise) as defined in Commission Recommendation 2003/361/EC	Yes		No
Definition as per 2003/361/EC - The category of micro, small and medium-sized enterprises (SMEs) is made up of enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.			
SUB-CONTRACTORS - If the applicant wishes to rely on the standing of other parties including sub-contractors' full details must be provided.			
Is the applicant a group of economic operators? Yes ☐ No ☐			
If Yes, please provide the following information:			
Please enclose an organisational chart with the proposed hierarchical structure of the grouping	Confirm if attached Yes ☐ No ☐		
Please describe the commercial and legal relationship amongst its members			

If your answer is "Yes" please provide the following information:	Name	Service to be delivered	Confirm Separate Questionnaire completed with the relevant sections, where the applicant is relying on the resources of this party?
Member #1			
Member #2			
Member #3			

A2. TAX CLEARANCE DECLARED BY SELF-DECLARATION (Where applicable)

Weighting: Pass/Fail only

Pass requirement: Applicants must complete the self-declaration (A5) providing information regarding their tax compliance. Please note rules on tax compliance

A3. FINANCIAL CAPACITY DECLARED BY SELF-DECLARATION

Weighting: Pass/Fail only

Pass requirement:

Confirmation that the applicant/all parties associated with the applicant have generated a minimum average annual turnover of €1,000,000. When requested to do so, applicants will be required to provide evidence in relation to the service of certified turnover of three (3) previous financial years or pro rata if more recently established.

A4. INSURANCES DECLARED BY SELF-DECLARATION

Weighting: Pass/Fail only

Pass requirement: Applicants should complete the self-declaration (A5) providing information regarding the insurances in place and are asked to note that the following levels will be required for the firm(s) being awarded this contract

Insurance Type	Required Level
Employer's Liability	€13 million
Public Liability	€6.5 million

In the case of Employer's Liability and Public Liability Insurances, an indemnity to Principals clause must be included. Insurances provided must be authorised for this jurisdiction. The Contractor shall be responsible and take due precautions for the safety and custody of any plant / equipment / materials required for the delivery of the supplies on the Client's premises.

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.

A5. SELF DECLARATION OF FINANCIAL INFORMATION

Tax Compliance			
Option 1: I confirm and declare being tax compliant. The Contracting Authority can verify your tax clearance status through Revenue's online facility at http://www.revenue.ie/en/online/tax-clearance.html To this end, please confirm:		Yes	
		No	
Applicant Name:			
Tax Reference Number (PPSN):			
Access Number:			
Option 2: I confirm that I hold a current valid Tax Clearance Certificate (generally relates to Non-Residents) To this end, please confirm:		Yes	
		No	
Registration Number:			
Certificate Number:			
Option 3: I confirm that I have applied for Tax Clearance status or a Tax Clearance Certificate which will be made available on request		Yes	
		No	
Turnover			
I confirm that our average annual turnover over the three preceding financial years was at least €1,000,000.			
Financial Year	Year 1	Year 2	Year 3
Turnover	€	€	€
Month of financial year end			

I confirm that I will provide the following promptly on request at any time prior to the tender list being finalised: evidence of turnover for the past three financial years.	Yes	
	No	
Insurances		
I confirm that we have the following insurances in place:		
Insurance Type	Level in place	Details of Excess
Employer Liability	€	
Public Liability	€	
I confirm that I will provide the following promptly on request at any time prior to the award decision being made: Evidence of insurances in place or Letter from Insurance Broker confirming that the required levels could be put in place if successful	Yes	
	No	
I confirm that if successful, where the levels required under the contract or framework are higher than those currently in our possession, I will be in a position to put the required forms and levels of insurances required in place promptly.	Yes	
	No	
Please note that the Contracting Authority will seek to verify self-declarations regarding financial capacity prior to next stage of the competition.		
Signed:		
Position:		
Date:		

A6 – Health & Safety

Weighting: Pass/Fail

Minimum requirement to remain eligible in the competition: Applicants must demonstrate compliance with all the relevant Health & Safety legislation. The Contracting Authority reserves the right to seek further information to verify compliance.

Do you comply with the Safety Health & Welfare at Work Act 2005?	Yes		No	
Manager responsible for Health & Safety:				
Health & Safety management	Externally Certified		In-house	
If externally certified, please provide the following information:				
Name of Certification Body:				
Date of most recent certification:				
Scope of Certification:				
I confirm that evidence of compliance will be provided promptly on request.	Yes		No	

A7 DECLARATION OF BONA FIDES

In relation to an award procedure under Public Sector Directive 2014/24/EU (Article 57).

Weighting: Pass/Fail only

Pass requirement: Applicants must complete, sign and date this Declaration. the Contracting Authority reserves the right at its discretion to exclude a non-compliant Applicant under each heading. This must be completed by each group member.

Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).

		YES	NO
1.1 Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?		Please indicate your answer by marking 'X' in the relevant box	
1.1a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1b	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 Irish Law or the jurisdiction in which the Economic Operator is established;		
1.1c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1d	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
1.1e	the subject of a conviction for money laundering or terrorist financing;		
1.1f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
Non-payment of taxes or social security obligations			
1.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions? Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved			

An Economic Operator who answers 'Yes' in any of the situations set out in paragraphs 2.1a to 2.1i will be excluded.

2.1 Please indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to your organisation.		YES	NO
The Economic Operator:		Please indicate your answer by marking 'X' in the relevant box	
2.1a	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;		
2.1b	is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;		
2.1c	is guilty of grave professional misconduct which renders its integrity questionable;		
2.1d	has entered into agreements with other economic operators aimed at distorting competition;		
2.1e	has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;		
2.1f	confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;		
2.1g	has 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.		
2.1h	is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or		
	has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or		

2.1i	has undertaken to: - unduly influence the decision-making process of the contracting entity, or - obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or - negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.		
DECLARATION RE STATUTORY OBLIGATIONS			
We confirm that we are fully compliant with the following legislation, or equivalent legislation in our country of establishment / operation:		YES	NO
(i)	Employment Equality Acts 1998-2011		
(ii)	Equal Status Acts 2000-2011		
(iii)	National Minimum Wage Act 2000 as amended		
(iv)	Organisation of Working Time Act 1997 as amended		
(v)	Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007		
(vi)	Disability Act 2005		
(vii)	General Data Protection Regulation 2016/679		
(viii)	We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.		
This Declaration is made for the benefit of the Contracting Authority I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of:			
Name of Economic Operator			
Authorised Signatory			
Name in print or block capitals			

A8 Article 5k Declaration:

EU REGULATION 2022/576 ON RESTRICTIVE MEASURES IN THE CONTEXT OF RUSSIAN ACTIONS IN THE UKRAINE

A.	In the light of Russian actions in the Ukraine, the European Council adopted a new regulation – EU Regulation 2022/576 , aimed at restricting participation in economic activity by economic operators from the Russian Federation. Article 5k of the Regulation prohibits the award or continuation of contracts falling within the scope of the Public Procurement Directives to persons or undertakings related to the Russian Federation. To comply with EU Regulation 2022/576, the Contracting Authority is seeking a declaration from economic operators to this effect.		
B.	I declare that [enter name of Tenderer] none of the exclusions specified in EU Regulation 2022/576 to any party associated with this tender.	Yes	No
This Declaration is made for the benefit of the Contracting Authority I/We certify that if a Trade Union refers a case concerning such employees of this company, whom they represent, to the Workplace Relations Commission conciliation service or to the Labour Court for investigation, that the company will accept the invitation and participate in such conciliation conferences or hearings, as appropriate. I certify that the information provided in the Declaration of Bona Fides, the Declaration re Statutory Obligations, and the Article 5k Declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in these Declarations will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of:			
Name of Applicant			
Name of Authorised Signatory			
Position			
Signature			
Date			

4. SECTION B – Weighted Criteria

B1 MANAGEMENT PERSONNEL

Weighting: 15% (Maximum 1,500 marks, Minimum 900 marks)

Minimum requirement to remain eligible in the competition:

Applicants must demonstrate that they have suitably qualified and experienced management personnel available to oversee and manage the delivery of contracts of a similar nature, scale and complexity.

Applicants should provide details of the proposed key management personnel who would have responsibility for the management and oversight of the services, including, as a minimum:

- the Contract Manager or equivalent senior person with overall responsibility for service delivery.
- relevant qualifications, training and professional experience.
- experience in managing cleaning, facilities management or similar public-facing services.
- experience managing multi-location contracts and services requiring cleaning at regular intervals throughout the day.
- experience managing staff resources, rotas, absence cover and service continuity.
- experience dealing with service performance, complaints, callouts, health and safety matters and maintenance issues and
- experience engaging with clients and providing contract management and performance reporting.

Applicants should clearly identify the role and responsibilities of each person presented and demonstrate their relevance to the services covered by this Framework Agreement.

Assessment will have regard to the relevance, quality and extent of the experience demonstrated by the proposed management personnel.

A Page limit of 4 x A4 pages applies, Excluding CV's (a page limit of 2 A4 pages applies to CV's). The Evaluation Team will not consider any information outside the maximum number of pages allowed.

Provide your response here

B2 PREVIOUS EXPERIENCE

Weighting: 80% (Maximum 8,000 marks, Minimum 4,800 marks)

Minimum requirement to remain eligible in the competition:

Applicants must demonstrate previous experience in the successful delivery of contracts involving cleaning and associated services of a nature, scale and complexity comparable to the requirements of this Framework Agreement.

Applicants should provide details of two relevant contracts/projects completed or substantially performed within the previous five years.

The examples provided should, insofar as possible, demonstrate experience relevant to the requirements of this Framework Agreement, including:

- cleaning and servicing of public conveniences, washroom facilities or comparable public-facing facilities.
- management of multiple geographically dispersed locations.
- cleaning services requiring multiple attendances or inspections per day.
- cleaning of facilities subject to high levels of public usage.
- opening and closing of facilities.
- provision and replenishment of cleaning products and consumables.
- waste and sanitary waste management.
- deep cleaning and reactive cleaning requirements.
- graffiti removal and maintenance of external areas.
- response to emergency or unplanned call-outs.
- identification, reporting and management of maintenance issues.
- management of seasonal fluctuations and changes in service demand.
- use of appropriate inspection, monitoring, recording and quality-control arrangements and
- delivery of services within agreed service levels and performance standards.

For each contract/project submitted, Applicants should provide:

1. Client/Contracting Authority name
2. Contract title and brief description
3. Contract commencement and completion dates, or confirmation that the contract is ongoing
4. Approximate annual contract value
5. Number and type of locations serviced
6. Scope and frequency of the services provided
7. Applicant's specific role and responsibilities
8. Details demonstrating the relevance of the contract to the services required under this Framework Agreement
9. Key challenges encountered and how these were managed and
10. Client contact details for verification purposes.

The Contracting Authority will assess the relevance, scale, complexity, breadth and quality of the experience demonstrated, with particular regard to the Applicant's experience of delivering cleaning and associated services across multiple public-facing locations.

Higher marks will be awarded where the examples demonstrate a strong and direct correlation with the nature, operational demands and service requirements of this Framework Agreement.

A Page limit of 8 x A4 pages applies. The Evaluation Team will not consider any information outside the maximum number of pages allowed.

Provide your response here

B3 ENVIRONMENTAL MANAGEMENT MEASURES

Weighting: 5% (Maximum 500 marks, Minimum 300 marks)

Minimum requirement to remain eligible in the competition:

Applicants must demonstrate the environmental management measures and practices that they have implemented in the delivery of cleaning services.

Applicants should provide details of measures relevant to the services covered by this Framework Agreement, which may include:

- selection and responsible use of environmentally preferable cleaning products and chemicals
- reduction in the use of hazardous substances
- arrangements for the safe storage, handling and disposal of cleaning products
- measures to minimise water and energy consumption
- reduction of single-use plastics and unnecessary packaging
- waste prevention, segregation, recycling and responsible disposal arrangements
- use of reusable, recycled or sustainably sourced cleaning materials and consumables
- measures to reduce unnecessary vehicle journeys and associated emissions when servicing multiple locations
- environmental training and awareness provided to cleaning and supervisory personnel and
- environmental monitoring, policies, procedures or recognised environmental management systems relevant to the Applicant's operations.

Applicants should provide supporting evidence of the environmental measures described and demonstrate how these measures have been applied in the delivery of previous or existing cleaning service contracts.

Assessment will have regard to the relevance, extent and effectiveness of the environmental management measures demonstrated.

A Page limit of 2 x A4 pages applies. The Evaluation Team will not consider any information outside the maximum number of pages allowed.

Provide your response here