Comhairle Contae Chiarraí

Kerry County Council

Architect Led Multi-Disciplinary Design Team for
Tralee Regional Sports and Leisure Centre
Redevelopment Project

PROJECT BRIEF & SERVICE REQUIREMENTS

Stages (i), ii(a)&(b)

Prepared by:
Capital Delivery Unit North

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All the information contained in this document is given based on strict confidentiality and must not be disclosed to any other party without the prior consent and authority, in writing, of Kerry County Council.

Tenderers shall comply promptly with any condition issued by Kerry County Council to undertake to destroy and/or return any information given to them and to confirm in writing to Kerry County Council once such condition has been complied with. Subject always to Kerry County Council's legal disclosure, the council shall use its reasonable endeavours not to disclose any part of a tender to any third party other than as may be required for the purposes of evaluation.

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

1.0 Introduction

1.1 Overview

TERMS OF REFERENCE

Contracting Entity	Kerry County Council
Nature of Procurement	Architect, Project Management, Engineering Consultancy, Planning, Landscape Architect, Structural, Civil, Sustainable Urban Drainage Designers, Ecological and Environmental Screening and Impact Assessments, Economic Analysis and Feasibility Studies, Quantity Surveying Services, Promotional Material Production.
Type	Service
Procedure	Open Procedure
Contract Type	COE1 – Standard Conditions of Engagement for Consultancy Services (Technical)
Selection & Award Criteria	As contained in Section 2 of this Document.

1.2 Kerry County Council

Kerry County Council (*Comhairle Contae Chiarraí*) is the local government body responsible for the provision and administration of a wide range of services in the county of Kerry. It has a staff of approximately 1,500 people and a revenue budget of €248 million (2026).

1.3 Background

The Tralee Regional Sports and Leisure Centre (TRSLC) has served the community of Tralee and the wider region for several decades as a key hub for sport, fitness, and wellbeing. Since its establishment in the 1970s, the centre has evolved through a series of incremental additions and upgrades in response to changing patterns of use.

In January 2025, the centre was significantly impacted by an extreme weather event, resulting in the structural failure and collapse of the sports hall roof, with consequential damage to adjoining facilities. The affected structures were subsequently demolished and the site made safe. While the incident caused unavoidable disruption, it also provided the opportunity to consider the future of the facility in a comprehensive and strategic manner.

Rather than reinstating the damaged facilities on a like-for-like basis, Kerry Education and Training Board (Kerry ETB), in collaboration with Kerry County Council and the TRSLC management, adopted a Build Back Better approach.

This approach uses the opportunity created by the incident to address long-standing operational and spatial constraints and to reposition the centre as a resilient, adaptable, and future-focused regional sports facility. It has informed decisions relating to campus layout, operational structure, phasing, and long-term flexibility.

Out of this a redevelopment plan was developed in conjunction with DEMESNE architects that sets out a framework for future development.

The preferred option selected through this process will be progressed through the Infrastructure Guidelines Approval Gates (Gate 1, Gate 2 and Gate 3), with the immediate objective of reaching planning-stage development (Pre Approval Gate 2) and establishing a robust basis for a future Large Scale Sport Infrastructure Fund (LSSIF) funding application.



Figure 1.0 Aerial view of Proposed Redevelopment Area at TRSLC outlined in Red



Figure 2.0 Proposed Redevelopment Plan of TRSLC (main elements shown)

1.4 Invitation

The purpose of this document is to outline the scope of the consultant services required for the project. Kerry County Council (KCC) is seeking an Integrated Design Team (IDT) with an **Architectural Consultant lead** to deliver a full range of complimentary consultancy design team services to take the current redevelopment plan through necessary design to securing all necessary statutory consents for all elements of the Redevelopment Plan. The IDT will then assist KCC in applying for a Large-Scale Sport Infrastructure Fund (LSSIF) for this redevelopment.

The IDT will be required to provide the following Principal Services, along with any necessary further services that are or will be identified:

- **Architectural, Engineering and Project Management Services including Design Team lead (Architect Lead Consultant)**
- **Mechanical & Electrical Consulting Engineering Services**
- **Quantity Surveying Services**
- **Ecological & Environmental Screening and Impact Assessments**
- **Economic Appraisal**
- **Funding submission development**

It is envisaged that the range of specialised services required will include:

- Architectural Services (with experience of designing Sport & Leisure Facilities)
- Civil/Structural Engineering Design Services
- Project Management
- Landscape Architect
- Façade/Building Envelope Design Services
- Fire Safety Consultant
- Universal Access Consultant
- Planning
- Ecological Services
- Quantity Surveying
- Geotechnical Engineering
- Energy Consultant
- Mechanical & Electrical Engineering (ZEB – Zero Energy Building)
- Economic Appraisal, Strategic Assessment and Business Case Consultant
- Traffic Management Consultant
- Project Supervisor Design Process (PSDP)
- Other ancillary skills and services required
- Project/Funding Promotional Material production
- Funding application/submission

The selected consultant design team shall provide complete integrated design team services to provide specification, in accordance with the client needs, in accordance with all relevant current legislation, standards and guidelines, the current Irish Building Regulations and all statutory requirements.

The appointed consultant design team shall carry out the above works in consultation with and to the direction and satisfaction of the Client. To deliver the required services efficiently, the design team will be required to have a competent team in place. The appointed design team will be required to provide services in stages as described in this brief and other tender document.

The Engagement of a Consultant-led design team service for this tender competition will be under the Standard Conditions of Engagement for Consultancy Services (Technical).

This document provides candidates with general information regarding the scope of the proposed service requirements. No warranty is given as to the accuracy of any information included in this document and the Contracting Authority cannot be held liable for any errors or omissions.

1.9 Indicative Programme

The Client intends to appoint an Engineering Consultant-led Design Team to adhere to the indicative work programme as below:

Milestones	**Date**
Consultant appointed	January 2027
Consultant Review of LSSIF application and first draft	February 2027
Statutory Consent Drawings – First Draft and Costings	March 2027
Preparation of Statutory Consent Submissions	April 2027

1.10 Project Overview

1. Project Name	Tralee Regional Sports and Leisure Centre Redevelopment Project
2. Short description of the required services	Architectural Consultant led Integrated Design Team to analyse and build on the completed Preferred option and Masterplan Report to achieve statutory consent for all elements of the redevelopment plan. Preliminary Geotechnical site investigations and Topographical survey will be undertaken by Kerry County Council. Kerry County Council will require an indication at an early stage of the Project Execution Plan (section 1.21) that the consultant has for the project based on initial engagement and analysis. Further to the objectives and inception and analysis as outlined from the Project Execution Plan, the project will additionally incorporate the following: 1) A vision for the area building on information already available 2) SWOT Analysis 3) Identification of objectives 4) Written statement 5) Design Statement including - concepts and analysis 6) Images, plans and drawings – inc Fire and DAC Certification 7) A full suite of Photomontages 8) Potential for active travel transport linkages, (including all forms of alternative transport) 9) Development proposals inc Traffic Management analysis for planning, construction and operational phases; including parking arrangements. 10) Public Consultation with stakeholders and General Public 11) Development of Promotional Material to support addition project funding opportunities 12) Evidence in support of proposals 13) Analysis on the impact of the development on the surrounding residential areas 14) Ecological & Environmental Screening and Impact Assessments 15) Strategic Assessment and Preliminary Business Case for the redevelopment 16) Estimated costs Assist KCC in applying for a Large-Scale Sport Infrastructure Fund (LSSIF) for this project redevelopment by managing the application process, ensuring compliance, and maximizing the project's scoring potential. Assisting KCC will include reviewing requirements for the fund application, creating necessary application documents and compiling the fund application for KCC.

	All documents must be produced so as to be accessible online and in hard copy. All consultants should be registered as professionals in the discipline in which they are providing services, in accordance with current Irish law.
3. Client/Employer	Kerry County Council
4. Approximate Cost of proposed project	Indicative total construction budget €19.0 Million Ex Vat
5. Target date for completion of project	April 2027 (Statutory Consents & approved LSSIF Draft Application)
6. Client/Employer's Representative	John Ahern S.E. /Project Manager Kerry County Council
7. Consultants Appointment:	Fixed Price Lump Sum
8. Funding Agencies:	Kerry County Council
9. Procurement Process for appointment of Design Team	Open Procedure. Request for Tenders through e-tenders website www.etenders.gov.ie
10. Form of Consultancy Contract	Irish Government Form of Contract for Engagement of Consultancy Services (Office of Government Procurement, Ireland) using Standard Conditions of Engagement for Consultancy Services – (Technical) – COE-1 v.2j dated 30 September 2024
11. Management of Consultancy Service	The lead Consultant will be required to put in place a competent team for the efficient management and successful delivery of the required services. The Lead Consultant will fulfil the role of Project Manager and the role of Design Team Lead. The Lead Consultant will have the legal and contractual responsibility for the entire Design Team. The Lead Consultant will submit the fee proposal on behalf of the entire Design Team (including themselves). The Client will pay the Lead Consultant only for the appropriate fees due when the required milestones are achieved, and the stages are completed in accordance with Schedule B. The Lead Consultant shall subsequently pay all due fees to Design Team members in accordance with their own agreed arrangements. Details of all payments from the Lead Consultant to the Design Team members must be shared with the Client upon request.
12. Insurance Requirements	Please refer to item 2.19, Schedule A of the Conditions of Engagement for Consultancy Services (FTS9 v 1.10)
13. Contract Award Criteria:	Most Economically Advantageous Tender (MEAT) with Price Quality Ration of 70:30
14. Copyrights of Design & Reports	Client/Employer
15. Disputes & Arbitration Procedure:	As in Clause 16 of the Standard Conditions of Engagement of Standard Conditions of Engagement of Consultancy Services v.2j 30th September 2024 (ROI), and Schedule A, Item 16 of the Form of Tender & Schedule (FTS9 v 1.10)
16. Laws Governing the Contract	Republic of Ireland

1.11 Design Requirements

Sustainable development, along with climate resilience and an awareness of carbon footprint implications are all central to the design, delivery and implementation ethos of Kerry County Council. The Statutory Consent drawings shall be designed to achieve a high standard of architectural, landscape, sports and leisure facility design quality, ensuring that all proposed buildings, sports facilities, ancillary accommodation, and associated external works are sympathetically integrated within the surrounding site context.
The design shall promote functionality, accessibility, inclusivity, safety, and user experience, and shall comply with all relevant accessibility legislation, Building Regulations, Sport Ireland guidance, and best practice standards for inclusive sports and leisure facilities, ensuring equitable access and participation for all users.

The design solution shall consider the input from the Preferred Option and Masterplan Report, whilst also incorporating the views of stakeholders and statutory bodies at meetings organised by the appointed Architectural Consultant led Design Team in the early stage of the project.

The successful consultant design team will be required to complete the architectural design and layout for the project to achieve statutory consent for all elements of the redevelopment plan.

The realisation of the project will require appropriate statutory consent/s. The Consultant shall provide all Technical and Management Services to assist KCC in securing these consents for all or particular individual elements of the Masterplan proposals. This shall include preparation of all necessary screenings, reports, documentation and drawings as set out in the relevant statutory consent process. KCC shall manage the statutory advertising procedures.

The appointment shall be for the services outlined and KCC will be under no obligation to extend the appointment to other services or to other stages of the project. KCC reserves the right to suspend some stages or elements thereof, and to engage other Consultants for services in connection with the project if they so wish.

1.12 Performance of all buildings within the Masterplan area

Under the Energy Performance of Building Directive, 2010/31/EU, new buildings owned or occupied by public authorities after 31st December 2018 must be Nearly Zero-Energy Buildings, NZEB.
However, Kerry County Council has adopted that new Assets (buildings) that are currently at design stage should be designed from an energy perspective, taking account of the organisation obligations that will be applicable when these assets will be constructed and in use.

New Buildings – U-Values for walls, roofs and floors of less than 0.15 W/m2K, installed windows of 0.85 W/m2K, airtightness of 0.6 ACH or better when tested at 50 pascals and thermal bridge-free design.

Where existing buildings are being retrofitted, they should be designed to achieve the NZEB standard.
The energy efficiency of the assets should be designed and accredited with a Certified Energy Standard, and this should form part of the Design Team Brief. Refer to Section 10.0 Sustainability and Energy of the Preferred Option & Masterplan Report.

Design Team must have an Energy Consultant/Expert to oversee the Energy Design of Buildings; this Energy Expert should have qualifications in relation to Energy Design.

The design should in all respects be to a high standard with full consideration taken of location and prominence of the spaces, together with prevailing local climatic and exposure conditions. All components to have a low maintenance finish and shall not give rise to staining and fungal growth associated with prevailing weather conditions and exposure. Main plant items will be specified with full consideration to minimising replacement and maintenance costs.

1.13 Universal Design

An objective of this Masterplan shall be accessibility for all users and visitors. In support of this objective, a core element of the project shall be to incorporate the "Principals of Universal Design" in all proposals. The consultant shall have regard to 'Shared Space, Shared Surfaces and Home Zones from a Universal Design Approach for the Urban Environment in Ireland' commissioned by the National Disability Authority (NDA) and the principles of Universal Access outlined below:

- Equitable Use - The design is useful and marketable to people with diverse abilities
- Flexibility in Use - The design accommodates a wide range of individual preferences and abilities.
- Simple and intuitive - Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.
- Perceptible Information - The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.
- Tolerance for Error - The design minimizes hazards and the adverse consequences of accidental or unintended actions.
- Low Physical Effort - The design can be used efficiently and comfortably and with a minimum of fatigue.
- Size and Space for Approach and Use - Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture, or mobility.

The consultant shall also incorporate in their design any current Universal design principals for Sport Activity buildings as proposed in the redevelopment plan.

1.14 Climate Change

All design shall take full cognisance of climate change, such as increased temperatures, increased rainfall (intensities, durations and seasons), increased snowfalls, periods of drought, water conservation etc. The IDT shall adopt into the design the mitigation measures advised by current standards for climate change and facility design.

1.15 Environmental Assessments

The consultant at an early stage of this project will liaise with Kerry County Councils Environmental Assessment Unit (EAU) in relation to information required for the appropriate assessments required to achieve statutory approval for all elements of the redevelopment plan. Assuming a Part 8 Planning Application the lead consultant will undertake the necessary screening exercises to achieve a positive planning application with KCC EAU input as required.

1.16 Traffic Management Analysis and Operational Continuity

The Consultant shall undertake a comprehensive Traffic Management Analysis as part of the design and planning process. The analysis shall assess existing and projected traffic conditions, vehicular access, pedestrian and cyclist movements, parking provision, public transport connectivity, road safety considerations, and the potential impacts of the proposed development on the surrounding transport network and residential areas.
Consideration shall be given to the requirement for the facility to remain operational and accessible throughout any construction and development works. The Consultant shall develop and assess phased traffic management proposals, temporary access arrangements, pedestrian management measures, contractor access routes, and construction logistics plans to ensure the safe and efficient operation of the facility during all stages of project delivery.

Any mitigation measures identified through the analysis shall be incorporated into the design proposals and planning documentation to minimise disruption to facility users, neighbouring properties, and the wider road network. The Consultant shall ensure that all traffic management and operational continuity measures are fully integrated into the planning submission and comply with the requirements of the relevant statutory authorities.

1.17 Large Scale Sport Infrastructure Fund (LSSIF)

The Client intends to seek funding for the proposed redevelopment through the Large-Scale Sport Infrastructure Fund (LSSIF).

Subject to the receipt of all necessary statutory approvals and consents, Kerry County Council (KCC), as the funding applicant, shall retain overall responsibility for the submission of the application and the provision of all client approvals, strategic inputs, and supporting information required for the funding application.

The Lead Consultant shall support and manage the application process on behalf of KCC and shall:

- Review and assess the requirements, eligibility criteria, and submission requirements of the LSSIF.
- Advise KCC on the information, studies, reports, and supporting documentation required to support the application.
- Coordinate the preparation and compile all technical, design, cost, programme, and project information required from the Consultants Team.
- Prepare and compile the application documentation and supporting appendices.
- Liaise with KCC and relevant stakeholders to obtain necessary information for inclusion in the submission.
- Identify opportunities to strengthen the application and maximise the project's assessment score.
- Provide drafts and final application submissions to KCC for review, approval, and submission.

KCC shall:

- Act as the official applicant and submit the funding application.
- Provide all available background information, strategic justification, and supporting documentation within its possession.
- Review and approve all application documentation prepared by the Lead Consultant prior to submission.
- Undertake all political, organisational, and stakeholder approvals required by the funding body's application process.
- Respond to requests for information from the funding authority that are outside the scope of the Consultant Team's appointment.

It is assumed that activities associated with the LSSIF application will commence during the early stages of the project to ensure that all documents, reports, surveys, and supporting assessments required for the application are identified and progressed in line with the overall project programme.

The Lead Consultant shall provide reasonable assistance in relation to clarification requests arising during the funding assessment process. Any substantial revisions to the application or additional submissions required by changes to funding criteria or project scope shall be considered additional services.

For the purposes of tender pricing, the Lead Consultant shall assume that up to three draft iterations of the LSSIF application will be required prior to finalisation and submission. The pricing shall include all associated coordination, review, amendment and resubmission activities. Any requirement for further draft iterations shall be considered an additional service and agreed separately with KCC.

1.18 Consultation

The appointed Consultant shall be required to develop the project from Masterplan Proposal to preliminary design to successful statutory consent to LSSIF application in consultation with the Client Kerry County Council and its partners Kerry Education and Training Board (ETB), Complex and Leisure Centre Board, Elected Members and other stakeholders. It is envisaged that a Consultation Strategy to include for extensive consultations with the public, partners and stakeholders, relevant Statutory Bodies and other utility providers will be central to the development of the project. A particular focus on strong community engagement is paramount with the key local community groups and businesses.

The objective of the consultations will be to:

- finalise the functional and service requirements of the project and the infrastructure connections at each location
- agree specification for the interventions/features to be provided
- inform those likely to be impacted by the development
- discuss what is being proposed and
- seek to address any concerns they may have in so far as it is possible to do so

The outcome of such consultations will inform the design. The appointed Consultant shall facilitate all necessary consultations and provide guidance and expertise to assist with maximising the potential of the site and its functionality as necessary to finalise the design to the approval of the Client.

Extensive public and stakeholder engagement will form a fundamental component of this project. The Consultant-led Design Team will be required to actively engage with the community throughout all stages of the design process, ensuring that stakeholder feedback is effectively considered in the development of the project.

Any requirements set out in this Tender relating to meetings, public consultations, workshops, surveys, exhibitions, or similar engagement activities shall be subject to the public health measures and restrictions in force at the relevant time. Where public gatherings, face-to-face meetings, or site visits are not feasible, the Design Team will be required to propose appropriate alternative consultation methods, subject to consultation with and approval by the Contracting Authority.

The Design Team shall be responsible for the planning, organisation, and delivery of all consultation activities, including securing suitable venues, preparing presentation and consultation materials, and providing all necessary resources to facilitate effective engagement. Feedback received through public, stakeholder, and statutory consultations shall be documented, evaluated, and incorporated into the ongoing development of the project design where appropriate.

The Design Team will be expected to lead, manage, and execute all consultation processes, including engagement with the public, stakeholder groups, statutory bodies, community organisations, and other relevant parties, ensuring a transparent, inclusive, and well-documented consultation process throughout the project lifecycle.

A stakeholder management plan/consultation strategy will be a key output as specified in Section 1.21 Project Execution Plan of this Project Brief.

1.19 Site Limitations and Conditions

Please refer to Section 4.0 Site & Context overview of the of the Preferred Option & Masterplan Report.
Where surveys, consultations and/or geotechnical investigations may be required to be undertaken, the Consultant will prepare detailed information for the procurement and management of these works. The client Kerry County Council will procure and pay for such works.

1.20 Constraints

The primary constraint for the project is the date for submission of the planning consent, which is February 2027, as specified in 1.9 Indicative Programme.

The following are other constraints which relate to the proposed project:

a) Financial constraint – Project must be completed within the final specified budget as agreed with the Client/Employer. The overall project design must align with the Order of Magnitude Costing that accompanies the Masterplan Report.

b) Time for project completion- No time extensions will be permitted without agreement in writing from the Client (Kerry County Council). A fast-tracked approach to the design and approval applications will be necessary.

c) Physical Constraints – The proposed development area is accessed through a residential area, and the Sports Complex must remain operational during all redevelopment which must be accounted for in any design.

d) Requirement to obtain planning permissions.

e) LSSIF – application of LSSIF and ensuring application drafts are presented to the client with sufficient time to review and approve.

1.21 Publicity Requirements

The project is being funded by Kerry County Council (the Client). Publicity requirements in relation to the project must be observed on all publicity documents i.e., advertisements, announcements, launches, openings, websites, site sign boards, procurement, reports, design drawings, planning drawings, public consultations and any other promotional literature associated with the project. Guidance on Publicity Requirements shall be made available to the appointed Consultant by the Client/Employer.

In addition, a comprehensive suite of promotional and marketing materials will be required to support engagement with potential funding bodies and other third-party stakeholders. This will include a series of high-quality development photomontages illustrating the proposed redevelopment, a professionally produced promotional fly-through video showcasing the project vision and key features, and a detailed brochure outlining the redevelopment proposals, strategic objectives, anticipated benefits, and broader merits of the scheme.

Given the importance of these materials in securing stakeholder support and funding, it is anticipated that a number of review cycles and draft revisions will be required to refine the content, incorporate stakeholder feedback, and ensure the final outputs are of an appropriate standard for public presentation.

For the purposes of pricing, it should be assumed that each promotional output will be subject to up to three draft revisions, inclusive of stakeholder review comments, with any additional revision cycles to be agreed separately.
Accordingly, sufficient allowance should be included within the pricing proposal to cover the preparation of multiple draft iterations, stakeholder engagement, revisions, and final production of all promotional material.

1.22 Project Execution Plan

The appointed Consultant will be responsible for preparing a Project Execution Plan (PEP) to ensure effective progression, quality, delivery, and completion of the project. The PEP will be subject to agreement with the Clients Project Team before commencement, and shall include the following requirements (non-exhaustive):

1. A project programme clearly identifying the key project components, milestones, and deliverables to ensure timely delivery
2. Key contacts, lines, and methods of communications
3. Roles and responsibilities
4. Cost Plan, cost management and accounting procedures
5. Procurement Strategy for all key components
6. A key stakeholder Management Plan/Consultation Strategy
7. A Risk Register; and
8. Change control procedures and budget reporting protocols to ensure any extra costs are flagged/controlled

The Project Lead will engage at various stages of completion, including attending on site to ensure that the PEP is implemented and remains on target. The PEP will be used to set the agenda for progress meetings, which will be held regularly to ensure that all capital works remain on track to completion and within budget. Regular progress reports will be reported directly to the Director of Service and the Senior Management Team (SMT).

1.23 Risk Management

The appointed Consultant will be required to prepare and maintain a "Project Risk Register". This will identify, quantify, and assign to an appropriate owner, all project related risks. The likelihood of each risk materialising should be estimated, and a value assigned to it.

The following is a draft non-exhaustive list of works which may be included in the Project Risk Register:

a) Safety Risks

The full nature of particular safety risks has not yet been established and will be assessed during the design stage.

i. Undertaking demolition and construction works, including connection to existing services.
ii. Working in a urban environment with a high number of pedestrians, cyclist and vehicular movements.
iii. Working with known and unknown underground and above ground utilities
iv. Working adjacent to public roads
v. Unknown ground conditions
vi. Burial under earth or falling from a height at excavations
vii. The potential presence of invasive species
viii. Covid-19 related social distancing, hand hygiene and respiratory requirements

b) Statutory Consent Risks

i. Submissions/Objections from adjoining property owners, environmental lobby groups, local businesses and other third parties.

ii. Difficulties with obtaining consents from utility providers, Kerry County Council, Uisce Eireann, ESB Networks, Bord Gais Energy, etc.

c) Financial Risks

I. Construction Inflation
II. Uncompetitive Tender/Below Costs Tenders
III. Challenges to procurement process for Works Contractors and other
IV. Contractor Claims
V. Project exceeding the allocated budget

d) Ground Condition/Environmental Risks

i. Encountering difficult ground conditions (i.e. Karst)
ii. Encountering archaeological remains
iii. Contaminated Ground
iv. Presence of invasive plant species
v. Encountering protected flora, fauna or invasive species

1.24 BIM Mandate

In light of the implementation of the BIM Mandate by Government into the CWMF the Contract Authority shall require that the IDT utilise as a minimum Project Information Standard - File Naming structures and conventions across the full IDT for the entire project (all Stages from Substage (i) to (ii) inclusive), in accordance with the Irish N.A. to ISO 19650-2. The IDT Lead shall be responsible for adopting the template available on www.builddigitalproject.ie to develop a project specific Deliverables Schedule and Naming Convention. The IDT Lead shall be responsible for enforcing same within the full IDT and other separately appointed consultants throughout the project and maintaining and updating the Deliverables Schedule and the drawings and document registers.

All consultants shall provide all deliverables, where applicable, in editable (and unprotected) formats (i.e. Autocad drawings in .dwg format, reports/documents in .doc/.odt format, and spreadsheets in .xls/.ods format), to allow for incorporation into documents required Contractor(s), procurement, issue for construction, Safety File, and any other project co-ordination efforts and exercises.

1.25 Infrastructure Guidelines

The project shall be delivered in accordance with the requirements of the Infrastructure Guidelines and all associated Government guidance applicable to publicly funded capital projects. Particular emphasis shall be placed on the preparation and progression of the Strategic Assessment Report (SAR) and Preliminary Business Case (PBC), which will form key milestones in the project's development and funding approval process.
The appointed consultant team shall be required to provide all necessary technical, financial, economic, and strategic inputs to support these stages, including option identification and appraisal, stakeholder engagement, cost estimation, risk assessment, and demonstration of value for money. Appropriate allowance should therefore be included within the fee proposal for the preparation of, and support for, the SAR and PBC processes, together with attendance at review meetings, responses to queries, and revisions required by the sponsoring agency, approving authority, or funding bodies.

2.0 Extent of the Appointment & Scope of Services

2.1 Kerry County Council is progressing an employer-designed project whereby the contracting authority shall engage the services of an integrated design team consultant to deliver and manage all consultancy services required to deliver the Project.

2.2 The appointed Architect Consultant led Design Team shall provide complete services from current redevelopment proposal to statutory consent for all element of the redevelopment plan.

2.3 The scheme design must comply with:
a. The current Irish Building Regulations.
b. Irish and EU Building Standards.
d. Client's instructions with regard to the project requirements.

2.4 The Consultants appointment is for Stages for CWMF Stages (i) and (ii a and b) as described in section 3 of this document.

2.5 The consultant will assist KCC in applying for a Large-Scale Sport Infrastructure Fund (LSSIF) for this project redevelopment by managing the application process, ensuring compliance, and maximizing the project's scoring potential refer to section 1.17.

2.5 The Consultant-led Design Team appointment will be a Fixed Price Lump Sum for each Stage. The fee for each stage will be payable upon successful completion of the respective stage or substage to the satisfaction of the Client by a written confirmation.

2.6 The Consultant shall be required to submit a breakdown of the tender fee as detailed within the Form of Tender & Schedule.

The contracting authority reserves the right to terminate the contract at the end of any stage or sub-stage.

2.7 The commencement of any stage will be subject to written instruction of the Client/Employer's Representative.

2.8 The fee shall be for full delivery of the design and supervision team services including the cost of any specialist services, deemed necessary to complete the design, tender documents, construction drawings, Bill of Quantities and specifications etc., to achieve successful delivery of the project within budget and on time, which should include, but not be limited to the following:

- Architectural Services (with experience of designing Sport & Leisure Facilities)
- Civil/Structural Engineering Design Services
- Project Management
- Landscape Architect
- Façade/Building Envelope Design Services
- Fire Safety Consultant
- Planning
- Ecological Services
- Quantity Surveying
- Geotechnical Engineering
- Energy Consultant
- Mechanical & Electrical Engineering (ZEB – Zero Energy Building)
- Economic Analysis and Strategic Assessment and Business Case Consultants

- Traffic Management Consultant
- Other ancillary skills and services required
- Design Certifier
- Assigned Certifier
- Project Supervisor Design Process (PSDP)
- Planning – The consultant shall prepare and provide the Client/Employer with all drawings and associated reports to submit valid Planning Applications as required.
- Commissioning and completion by consultant of any additional investigations/site surveys if they deem it necessary. Kerry County Council will cover cost for any additional surveys/works required to complete this project. The consultant will manage the completion of any required surveys/works on the ground.
  Site Surveys as required may include contaminated land, topography, asbestos, utilities, camera surveys, traffic, Ground Investigations – Trial pits/holes

2.9 The fees shall also include the following expenses to be incurred by the Consultant:

a. Costs associated with Stationary/printing /drawings/all reports
b. Travelling, meeting attendance, telephone, boarding and lodging expenses
c. All expenses relating to site surveys
d. Full design team services and the costs/expenses incurred by all Design Team Members including Specialist Skills Providers

2.10 The appointed Consultant will be appointed to undertake the roles of :

- Project Supervisor Design Process (PSDP) under the current Safety, Health, and Welfare at Work legislation.
- Design Certifier as defined under the Building Control (Amendment) Regulations 2014

2.11 The appointment and the performance of the PSDP will be continually monitored by Kerry County Council's Health & Safety Officer.

2.12 The Consultant will be appointed under the terms of agreement of the Standard Conditions of Engagement for Consultancy Services – (Technical) – COE-1 v.2j dated 30 September 2024

2.13 The Consultant shall ensure that all aspects of Irish law are adhered to throughout the term of the Contract, paying particular consideration to the current roads act, planning act, health safety and welfare at work act and any other relevant environmental legislation.

3.0 Stage (i&ii) Redevelopment Plan Design

The Consultant will be required to carry out the following services in Stage (i & ii).

3.1 Stage (i) & Sub-Stage (ii)a – Redevelopment Preliminary & Scheme Design

In this stage the consultant shall collect all necessary information to establish the full project requirements and the required services and prepare indicative proposals.

STAGE (I) – Preliminary Redevelopment Plan	
ITEM	**DESCRIPTION OF TASKS**
3.1.1	The Consultant shall: • Familiarise themselves with the proposed project. Review relevant background documentation including the Preferred Option & Masterplan Report and the Large-Scale Sport Infrastructure Fund (LSSIF) application process. • Seek further clarification and information from the Client/Employer to ascertain full project requirements. (The background documents being supplied with this invitation are for information purpose only). • Meet the Client/Employer's representative or his nominee and visit the site and take necessary notes to inform the project inception report. • Familiarise themselves with the relevant sections of the County Development Plan, Tralee Municipal District Settlement Plan, Tralee Twon Local Transport Plan and other relevant plans, polices and strategies relating to the site, Tralee and the wider area such as any Tourism development strategies. Consult with the Planning Department of KCC. • Immediately upon appointment the consultant shall commence the LSSIF application process and commence creation of all required documents (i.e. Strategic Assessment and preliminary Business case, Whole Life Carbon Assessment (WLCA),etc) based on Masterplan and Order of Magnitude cost. • Provide a detailed project programme showing key target dates and milestones for the delivery of the services. The programme shall take account of the performance periods set out in Schedule B (FTS9) and shall make allowance for the Client's review of documentations and approval at the end of each stage /sub-stage.
3.1.2	The Consultant shall, in consultation with the Client/Employer, commission and manage any additional investigations/site surveys if they deem it necessary. Kerry County Council will the cover cost for any additional surveys/works required to complete this project. Site Surveys as required may or may not include contaminated land, topography, asbestos, utilities, camera surveys, traffic, Ground Investigations – Trial pits/holes
3.1.3	The successful Consultant will be appointed and shall carry out the duties of the Project Supervisor Design Process (PSDP) pursuant to the current Safety, Health and Welfare at Work Act and Safety, Health and Welfare at Work (Construction) Regulations. At this stage, the Consultant shall prepare project specific Preliminary Safety and Health Plan, in accordance with the current legislation.
3.1.4	The Consultant shall, in conjunction with the Client/Employer, undertake consultations with the relevant Statutory Bodies and/or Utility providers. E.g. Kerry County Council, Eir, ESB Networks, Uisce Eireann, etc.
3.1.5	The Consultant shall be responsible for undertaking any consultations required with the public, Development Associations, local businesses, and other local community groups.

Written consent from the Kerry County Council will be required before the Consultant can proceed to stage (ii) a.

General Services to be provided in Sub-Stage (ii)a Scheme Design

SUB-STAGE (II) a – Scheme Design	
ITEM	**DESCRIPTION OF TASKS**
3.1.6	Investigate data and information relevant to the project and consider any reports relating to the project which may be made available by the Client.
3.1.7	Establish a topographical survey of the proposed site of the project which may be necessary to supplement the topographical information already available.
3.1.8	Advise the Client on the need to carry out any geotechnical investigations necessary which may be necessary to supplement the investigations already available. Arrange for such investigations in conjunction with other design team members when requested by the Client.
3.1.9	Meet with the Client to ascertain potential flooding, drainage, planning, environmental, traffic constraints and advise the Client's Representative accordingly.
3.1.10	Undertake all necessary environmental screenings/assessments to achieve statutory approval. Liaise with KCC Environmental Assessment Unit.
3.1.11	Consult with Kerry County Council to determine the documentation submission requirements for the statutory consent process.
3.1.12	Consult with Uisce Eireann, and the relevant electricity, Gas, telecommunications and broadband service providers and carry out a desk top study and site inspection to identify the availability, location and adequacy of all such services.
3.1.13	Advise the Client on the need for any other special surveys, special investigations, or model tests, and advise the Client on the results of any such surveys, investigations or tests carried out.
3.1.14	Review and further develop details of the building services for each element of the redevelopment plan with the Client / Employers Representative.
3.1.15	Prepare and agree allocation of budget/cost limit for the Redevelopment.
3.1.16	Attend & minute design team meetings (fortnightly, or as directed by the Client).
3.1.17	Prepare the architectural, landscape, civil, structural, mechanical & electrical design in conjunction with the Client/Employer for the project, and such other documents as are reasonably necessary to enable the Client to consider proposals for constructability of the works in the light of the investigations carried out at this stage.
3.1.18	Contribute to the preparation of an outline cost plan for the Project by the Quantity Surveyor, including general comparative costs of alternative designs or techniques of construction (if so requested); contribute to the preparation of outline expenditure cash flow forecasts by the Quantity Surveyor.
3.1.19	Record the design risk assessment process and provide the Project Supervisor Design Stage (PSDS) with a copy of those records.
3.1.20	Issues/constraints identified relating to the delivery of the project
3.1.21	Findings of the initial consultations with relevant Statutory Bodies/ Utilities, community groups and the general public.
3.1.23	Report on any risks, issues and constraints identified relating to the delivery of the project, including Procedural, Health and Safety, Budgetary, Archaeological and Environmental constraints.
3.1.24	Report on the results of site surveys/investigations and the implication of the findings on the proposed project.
3.1.25	Estimate Cost of the project based on the preliminary findings.
3.1.26	Outline specification of materials/finishes for each key component of the project.
3.1.27	Outline of any civil & structural, environmental, flooding & drainage design for each key component of the project.

3.1.28	Provide a descriptive supplementary report on M&E design of the scheme, with options to include measures to achieve Energy Efficiency (Building shall be Zero Energy Building (ZEB) compliant) to the current standards and taking into consideration all design and construction specifications (including requirements outlined for the LSSIF).
3.1.29	Report on Civil & Structural Design.
3.1.30	Report on Landscaping/planting works
3.1.31	Outline WLCA (Whole Life Carbon Assessment) Plan
3.1.32	Recommend a preferred design option, supported by drawings, sketches and text as required. Initial suite of Photomontages to be presented at this stage
3.1.33	Establish and develop a project Risk Register.
3.1.34	Prepare a project specific Preliminary Health and Safety Plan, in accordance with the current legislation.
3.1.35	Reconfirmation of the details of the Consultant's project team (including all contact details) assigned for delivery of the project
3.1.36	Adjust and complete the Strategic Assessment and Preliminary Business Case for the project to take account of updated costs.
3.1.37	Report on preparation of the LSSIF Funding Application and Coordination of all Required Supporting Reports, Documentation, Technical Assessments, and Stakeholder Inputs Necessary to Support the Application
3.1.38	Developed a comprehensive suite of promotional and marketing materials based upon agreed designs as outlined in section 1.21

Written consent from the Kerry County Council will be required before the Consultant can proceed to stage (ii) b.

3.3 Sub-Stage (ii)b – Developed Design and Planning

In this stage the Consultant shall develop the project from preliminary design to preparation and delivery of planning drawings, documents, and associated reports for statutory approvals for all or part of the Redevelopment Plan. This stage will also include the preparation of the LSSIF Funding Application pre and post statutory approval.

SUB-STAGE (II)B – Developed Design and Planning	
ITEM	**DESCRIPTION OF TASKS**
3.3.1	Collaborate and co-ordinate with other members of the Design Team in value engineering workshops when required.
3.3.2	Attend Project team meetings (fortnightly, or as directed by the Client) whilst liaising and leading all design team members throughout the project.
3.3.3	Record the design risk assessment process and provide the Project Supervisor Design Stage (PSDS) with a copy of those records.
3.3.4	Attend preplanning meetings with the Client & the Local Authority/Utility Providers in relation to Architectural, Archaeological, Ecological, Landscaping and Civil or Structural works.
3.3.5	Liaise with utility providers in relation to the Planning Process, i.e., requirements for any necessary electrical sub-stations, new connections, ancillary works, or any other matters which may affect the planning application (including Fire Safety Certificate, Disability Access Certificate, and SI 9 documentation).
3.3.6	Prepare and agree detailed elemental cost plan.
3.3.7	Prepare expenditure cash flow forecast.
3.3.8	Advise on future anticipated inflation and its potential effect on the Project Budget.
3.3.9	Prepare cost checks as scheme is developed and advise on alternatives to maintain project within budget.
3.3.10	Review Developed WLCA (Whole Life Carbon Assessment) Plan
3.3.11	Undertake all necessary environmental screenings/assessments as required for the statutory planning process. Liaise with KCC Environmental Assessment Unit.
3.3.12	Prepare an artistic / schematic layout of all key components of the project as the preferred design option. Include full suite of photomontages and models where appropriate (allow for edits to photomontages after first presentation to KCC Senior Management).
3.3.13	Provide a power-point presentation to different groupings (incl. the Client, Senior Management, certain staff groupings, ETB, elected members, & community groups) of the preferred design option and the other options considered.
3.3.14	Following agreement with the Client, the Consultant, and key members of the Design Team (where necessary) shall arrange and present the preferred design option at an evening public consultation event in Tralee. The consultant shall consider the feedback, further information and comments received from attendees in order to update the design before planning submission.
3.3.15	The Consultant shall make the preferred design option available for viewing online by members of the public and allow feedback by providing contact information/e-mail address.
3.3.16	Prepare and submit to client all documents required to apply for full planning permission for the project, including site notices and documentation for public display in Tralee Municipal District Office and other location as may be advised by the Client.
3.3.17	Following the statutory public consultation period review submissions and input into final Chief Executive Report for presentation to elected Representatives. This may involve minor amendments to the design.
3.3.18	Report on preparation of the LSSIF Funding Application and Coordination of all Required Supporting Reports, Documentation, Technical Assessments, and Stakeholder Inputs Necessary to Support the Application

3.3.19	Full handover to client of all Reports, Drawings and Documents – refer to Section 4.3

4.0 General Requirements

4.1 Social & Environmental Obligations

Sustainability including all aspects of social, economic, and environmental matters will be a fundamental building block of the project delivered by the Consultant-led Design Team.

The successful Tenderer shall advance the ROI Government's wider social, economic, and environmental objectives through the provision of its Services under the Contract. Each Consultant will cooperate with and support the Client in the development and implementation of its sustainability policies, in particular in relation to social and economic issues, and shall ensure that such policies are adhered to and reflected in the Services provided in accordance with this contract in order to deliver the Government's wider sustainability agenda.

In the performance of any Services Contract award, the successful Tenderers and all their Consultants 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, or labour law.

Applicable obligations established by national law and national collective agreements or by relevant international environmental, social, or labour law provisions must be complied with by economic operators, provided that such rules and their application comply with European Union law in force. Procurement processes cannot be discriminatory or be used as a means to favour local suppliers, as this would not comply with EU treaty principles.

4.2 Green Public Procurement

Green Public Procurement (GPP) seeks to procure goods, services and works with a reduced environmental impact throughout their life cycle when compared to goods, services and works with the same primary function that would otherwise be procured. GPP is a voluntary instrument but has a key role to play in the EU's efforts to become a more resource-efficient economy. It can help stimulate a critical mass of demand for more sustainable goods and services which otherwise would be difficult to get onto the market. GPP is, therefore, a strong stimulus for eco-innovation. Each stage in the procurement process offers opportunities to take 'green' issues into account, from defining the subject matter of the contract, through to the selection of the candidates and the award and execution of the contract. The EU Commission's main guidance document, Buying Green, helps contracting authorities to buy goods and services with a lower environmental impact. It can be located here:

https://ec.europa.eu/environment/gpp/buying_handbook_en.htm

The GPP 'at a glance brochure' also provides a useful summary of GPP which can be found here:

https://ec.europa.eu/environment/gpp/pdf/brochure.pdf

The GPP a collection of good practices document presents useful case studies and is found here:

https://ec.europa.eu/environment/gpp/pdf/GPP_Good_Practices_Brochure.pdf

4.3 Reports, Drawings and Documents

The Consultant shall provide the Client with one bound hard copy and one electronic copy of all reports, drawings, specifications, schedules, calculations, surveys, models, and other documentation prepared as part of the commission. Electronic copies of all reports and text-based documents shall be provided in fully editable Microsoft Word format and PDF format. Drawings shall be provided in native AutoCAD (.dwg) format and PDF format. All files shall be submitted in a structured electronic format with a clear folder hierarchy, document register, revision control system, and consistent file naming convention.

The Consultant shall develop, manage and deliver all digital project information in accordance with current industry best practice for Building Information Modelling (BIM) and information management. Where BIM is utilised, all digital information shall be prepared in accordance with the ISO 19650 series of standards and any Client BIM requirements. The Consultant shall ensure that all model data, drawings, schedules, asset information and associated digital records are coordinated, quality assured and suitable for use by future consultants, contractors and stakeholders.

Upon completion of the commission, the Consultant shall prepare and submit a comprehensive Design Handover Pack to facilitate the seamless progression of the project by subsequent consultants, contractors or design teams. The Design Handover Pack shall include, as a minimum:

- All reports, specifications and supporting documents in Microsoft Word (.docx) and PDF formats;
- All drawings in native AutoCAD (.dwg) and PDF formats;
- BIM models in their native authoring format and Industry Foundation Classes (IFC) open format where applicable;
- GIS datasets in ESRI Shapefile, Geodatabase or other agreed industry-standard formats;
- Survey information, point cloud data and associated metadata in original and interoperable formats;
- Spreadsheets, schedules, databases and calculations in their original editable formats (e.g. Microsoft Excel, Access, CSV or equivalent);
- Asset registers and asset information data suitable for migration into future facilities and asset management systems;
- Planning application documentation, environmental assessments, statutory submissions and consultation records;
- Design assumptions, constraints, risk registers, option assessments and decision logs;
- A complete document, drawing and model register identifying file locations, revision status and approval history;
- A handover report outlining the status of the design, key outstanding issues, project risks and recommended next actions.

All files shall be provided in both native editable formats and PDF format. Electronic deliverables shall not be password protected, restricted, or dependent upon proprietary systems that would impede future use. The Consultant shall ensure that all project information is capable of being updated, amended, interrogated and further developed by the Client or any subsequently appointed consultant without loss of data, accuracy or functionality. The information provided shall be sufficient to enable future consultants to progress the project through planning, detailed design, procurement, construction and operation without unnecessary duplication of work or loss of project knowledge.

4.4 Meetings & Reporting

The Consultant-led Design Team shall attend meetings as and when required by either party during the Contract. A proposed agenda for such meeting will be circulated by the respective party in advance of such a meeting. Minutes shall be recorded by the Consultant (or nominee) and distributed to the Client.

All meetings should be assumed to be held:

- Online - by video call using Microsoft Team Platform
- In person - Kerry County Council, Offices in Tralee or Tralee Sports and Leisure Complex, Tralee, Co. Kerry

4.5 Contract Implementation / Programming

The Consultant shall review the overall programme for the project and advise the Client/Employer on how the contract shall achieve the target dates for completion.

4.6 Additional Services

The Consultant shall, if so, requested by the Client, provide any of the services specified below. Additional Services are not to be included in the fixed price fee. Such services, if required, will be paid for in accordance with the hourly rates included in the submission.

1. Preparation of additional reports or contract documents necessary for consideration of proposals for alternative works.
2. Work other than that specified above under standard service in connection with any application by the Client for any license, or other consent necessary to enable the Works to proceed.
3. Work relating to litigation or arbitration regarding the Works.
5. Negotiation with neighbours or other parties with regards to rights of light, rights of support, party walls or any other matters.

4.7 Key Project Dates

The project Gant Chart in Appendix A of the Information Pack gives an indicative timeline for key tasks to be completed. These dates shall only be amended following agreement with Kerry County Council.

4.8 Conflict of Interest

Any conflict of interest or potential conflict of interest must be fully disclosed to the contracting authority in making the submission. Any registerable interest involving the Consultant and the Elected Members of the contracting authority, the Minister for the Dept of Housing, Planning, Community & Local Government, Member of the Oireachtas or employees of the contracting authority or their representatives must be fully disclosed in making the firms submission of a proposal and prior to the award of the contract, should be communicated to the contracting authority immediately upon such information becoming known. The term 'registerable interest and relatives' shall be interpreted per section 2 of 'The Ethics in Public Office Act, 1995', or amendments thereof.

4.9 Tax Clearance Certificate

It is a condition for the award of this contract that the firm selected, and all proposed sub- Consultants, must be able to produce a valid Tax Clearance Certificate. The firm to whom the contract is awarded, and all sub-Consultants shall continue to hold a valid Tax Certificate for the duration of the contract.

4.10 Withholding Tax

Under the Finance Act 1987, a withholding tax must be deducted at the current rate from payments for professional services. This tax will be deducted at the current rate from payments made to the firm awarded the contract and will be remitted to the Revenue Commissioners.

4.11 Confidentiality

The Client undertakes to use its best endeavours to hold confidential, any information provided in the proposed submission, subject to the contracting authority's obligations under law, including the Freedom of Information Act 1997.The Freedom of Information Act (FOI) came into operation for Local Authorities on 21st October 1998 (amended 2003). If you consider any of the information supplied by you is either commercially sensitive or confidential in nature, this should be highlighted and the reason for its sensitivity specified. In such cases the relevant material will, in response to FOI requests, be examined in the light of the exemptions provided for in the FOI Act.

4.12 Intellectual Property Rights

All material produced by the Lead Consultant and their sub-Consultants including all documents, plans, systems, designs, computer programmes, information, data, or other material developed or acquired by Lead Consultant and his sub-Consultants which relate to or could be used in connection with or to further the Council's interests, whether in the Project or otherwise and all rights in such material (including copyright and design right) shall become the sole property of Kerry County Council and to this end the Lead Consultant and his sub-Consultants shall during and for two years after the termination of the Engagement as defined in the execute all documents and do all things at the Council's expense which the council requires to do to obtain patent or other protection for the said material in any country or to vest the said material in the Council. All documents, plans, systems, designs, computer programmes, information, data, or other material developed or acquired by Lead Consultant and his/her sub-Consultants which relate to or could be used in connection with or to further the Council's interests shall be made available, for further use and adaptation by Council and their current or future appointed agents, in an adaptable digital format of Council's choosing.

4.13 Contract Award Criteria

Most economically advantageous tender (MEAT) will be used for selection of consultants, following the public procurement procedures and guidelines. The Client is not obliged to accept any tender quotation.

5.0 Supplied Documents & Information

Document No.	Description
01 – ITTS2	Invitation to Tender
01A – ITTS2b	Instructions to Tenderers
02 – PB	This Document (Project Brief & Services Requirements).
03-PIP	Project Information Pack
04 – FTS9	Form of Tender and Schedule (Including detailed Fee breakdown)
04.1	Tender Fee Breakdown Sheet
05 – QC2	Suitability Assessment Questionnaire
05.1 – QC2	Appendix A
05.2– QC2	Appendix A1
05.3 – QC2	Appendix B1
05.4 – QC2	Appendix B3
06 – MF 2.1	Professional Indemnity Insurance Certificate
07 – MF 2.3	Collateral Warranty for Sub-Consultants
08 – MF 2.4	H&S Compliance Declaration by all General Service Providers
09 – MF 2.5	H&S Compliance Declaration by PSDP
10 – COE1	COE1 Government Standard Conditions

6.0 Information to be Submitted by Tenderers

The applicant's detailed proposal must include the following:

1. Completed Form of Tender with Schedule A & B excluding VAT to include entire services listed, all office costs, printing costs, all travelling expenses, boarding & lodging. Applicants shall complete the detailed 'Tender Fee Breakdown Sheet' for each Key Component and transfer the Total Fee (Tender Price) to the Tender page

2. Completed Suitability Assessment Questionnaire (QC2) with all required information including evidence of membership of the relevant professional organisation

3. Completed Appendices A, A1, B1 and B3 of the Suitability Assessment Questionnaire (QC2)

4. Response to award criteria under Section 9.1 of the Instructions to Tenderers document (Quality Submission)

5. Completed Model Form MF 2.1 - Form of Professional Indemnity

6. Completed Model form MF 2.3- Form of Collateral Warranty for sub-consultants (This can be submitted before the appointment of the successful tenderer)

7. Completed Model form MF 2.4 : H&S Compliance Declaration by all General service providers

8. Completed Model form MF 2.5: H&S Compliance Declaration by PSDP

9. Evidence of a valid Tax Clearance Certificate

10. Evidence of minimum insurance cover as per Schedule A:
(i) PI-insurance: €2.6 million
(ii) PL-insurance: €6.5million
(iii) EL-insurance: €13.0 million

7.0 Terms of Appointment, Fee Agreements & Payment Arrangements

1.The Consultant will be appointed and provide services as set out in this Project Brief and Service Requirements as per the Standard Conditions of Engagement for Consultancy Services – (Technical) – COE-1 v.2j dated 30 September 2024

2. The Client reserves the right to appoint the Consultant for all stages or single stages and sub-stages of the services required as set out in this Project Brief.

3. The Consultant shall be paid accordingly following the successful completion of each stage of work completed in accordance with Clause 9 of the Standard Conditions of Engagement for Consultancy Services (Technical).

4. The Client reserves the right to extend the contract of the successful Consultant by up to 10% of the initial contract value using the provisions of Clause 11 of the Standard Conditions of Engagement.

5. The Tender fee shall also include the following expenses to be incurred by the appointed Consultant and Sub-Consultants.

- Office, printing, and stationery charges,
- Travelling, boarding, and lodging expenses,
- Venue/Facility hire for Public Consultation events,
- Advertising/Notices on local radio, local press for Public Consultation events.

8.0 Submission of Proposal

All submissions must be returned as per the particulars section of the ITT.

If a tender application is not submitted in the format as stated in the ITT, no further consideration will be given, and the application will be excluded from the tender process based on non-compliance in accordance with Capital Works Management Framework documentation on the Procurement Process for Consultancy Services.

9.0 Other Information

10.1 Contract Law

The Contract for the services is to be governed by the laws of the Republic of Ireland.

10.2 General Data Protection Regulation

The following terms used in this section of the Scope have the definitions given to them in the General Data Protection regulation (EU) 2016/679 (GDPR):

(a) The Data is personal data.

(b) The Client/Employer is the controller.

(b) The Consultant is the processor.

- The Consultant processes the Data only in accordance with the Scope and in compliance with the requirements of the GDPR.
- The Consultant obtains written commitments to confidentiality from persons authorised to process the Data and requires them not to process the Data except in accordance with the Scope.
- The Consultant implements technical and organisational measures to maintain a level of security of the Data appropriate to the risk presented by processing.
- The Consultant includes in any subcontract which involves the processing of Data the same requirements for Data processing to those in this contract. Further sub-subcontracting which involves the processing of Data is not made without the agreement of the Client/Employer.
- The Consultant assists the Client/Employer by appropriate technical and organisational measures for the fulfilment of the Client/Employer's obligation under the GDPR.
- In accordance with the instruction of the Client/Employer, the Consultant deletes or returns the Data to the Client/Employer before the end of the service period.
- The Consultant makes available to the Client/Employer information necessary to demonstrate compliance with the requirements for processing the Data.
- The Consultant assists in audits, including inspections, conducted by or on behalf of the Client/Employer.
- The Consultant immediately informs the Client/Employer if it believes that an instruction infringes the GDPR or data protection provisions of a Member of the European Union.
- If instructed by the Client/Employer, the Consultant assists the Client/Employer to ensure compliance with its obligations under the GDPR.

The following Tender Call Documents have been uploaded to the e-tenders website:

- Instruction to Tenders (ITT)
- Suitability Assessment Questionnaire QC2 (SAQ)
- Appendix A – Personal Situation Declaration
- Appendix A1 – Declaration on Oath
- Appendix B1 – List of Previous Projects
- Appendix B3 – Certificate of Satisfactory Delivery of Services
- Standard Declaration 3
- Model Forms MF 2.1 to MF 2.5
- Service Requirements (this document)
- Tender and Schedule
- Pricing Schedule
- Additional Quality Marking Information.

The Instructions to Tenders (ITT) document outlines how the tender call process will be managed and conducted. The Particulars section of the ITT includes project specific information and details of the award criteria that will be used to assess each submission.

The Suitability Assessment Questionnaire (SAQ) sets out the assessment procedure against which candidates will be evaluated. In line with the requirements of the 'Open' procurement procedure, all SAQ criteria are assessed on a pass/fail basis.

The Applicant that satisfies all the pass/fail criteria as stipulated in the SAQ and who subsequently secures the most economically advantageous tender will be the preferred tenderer for the project, as outlined in the ITT document.

The Appendix documents and Standard Declaration 3 document are templates to be completed by the tenderer as required – this is detailed in the SAQ.

KCC may make enquiries from nominated referees and may check references as part of the evaluation process.

The Service Requirements are as set out in this document.

All submissions must be returned as per the particulars section of the ITT.

<u>If a tender application is not submitted in the format stated above, no further consideration will be given, and the application will be excluded from the tender process based on non-compliance in accordance with Capital Works Management Framework documentation on the Procurement Process for Consultancy Services.</u>