Comhairle Contae Fhine Gall
Fingal County Council



CALL FOR TENDER Single – Party Framework Agreement	
FCC/102/26 Establishment of a Single Party Framework Agreement for the Provision of Tenancy Support and Sustainment Services to Fingal County Council Tenancies. **Initial Contract - 12 months**	
Procedure:	Open Procedure - OJEU
Issue Date	As per eTenders notice
Closing Date for Queries	As per eTenders notice
Closing Date for Tender Submissions	As per eTenders notice
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 Call 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.

The Contracting Authority has provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

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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.

Tenderers 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.

1. About the Contracting Authority

1.1 The Contracting Authority

Fingal County Council, hereinafter 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 include Dublin Airport, fast access to Dublin Port, rail, road, power and telecommunications infrastructure and the availability of serviced and un-serviced 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: https://www.fingal.ie/

1.2 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 framework.

1.3 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.

2. Scope of Framework Agreement

2.1 Type of Framework

The Contracting Authority proposes to engage in a competitive process for the establishment of a Single Party Framework Agreement. A framework agreement is a means of establishing the overall terms and conditions under which, for a specified duration, individual contracts may or may not be awarded.

This competition relates to the establishment of a Single Party Framework Agreement with one economic operator. Following establishment of the Framework Agreement, that economic operator may be considered for contracts within the scope of the Framework Agreement. For the avoidance of doubt, Fingal County Council is not obliged to award any future contracts under the Framework Agreement.

2.2 Scope of Requirements under the Framework

Fingal County Council is seeking to establish a Single Party Framework Agreement for the Provision of Tenancy Support and Sustainment Services, including an initial contract for a period of twelve months.

The purpose of the Framework is to provide a flexible, responsive and person-centred tenancy support and sustainment services, including case management, to vulnerable tenants and households whose needs require a higher level of support than can be provided through standard tenancy management interventions.

The successful Framework Member will be required to deliver practical, emotional and tenancy-related supports to households referred by Fingal County Council, with the objective of sustaining tenancies, preventing tenancy failure, improving compliance with tenancy obligations, supporting tenant wellbeing and promoting long-term household stability and community integration.

The services to be provided under the Framework may include, but are not limited to:

- tenancy sustainment interventions for tenants and households at risk
- early intervention supports for households identified as being vulnerable or at risk of tenancy breakdown
- preparation, implementation and regular review of individual support plans
- support in relation to rent arrears, anti-social behaviour, household and life skills, budget management, maintenance issues and welfare matters
- support for transitional tenancies and new tenancies
- delivery and/or co-ordination of tenancy induction courses, as required
- practical guidance on the responsibilities and obligations of a Council tenancy
- support to vulnerable tenants in relation to utilities, waste services and other practical household matters
- home visits, including weekly visits where required, subject to the needs of the household and in consultation with Fingal County Council
- assistance in accessing specialist services, including addiction, mental health, disability, welfare, budgeting services and other relevant supports
- engagement with hard-to-reach households, including households affected by mental health difficulties, addiction, social isolation, social inclusion, ethnic minorities such as members of the Traveller Community, language barriers, disability, challenging behaviour or other complex needs
- stakeholder engagement and participation in multi-agency working arrangements
- case management, reporting, monitoring, review meetings and maintenance of accurate GDPR-compliant records.
- Ancillary Services as required

The Framework Member will be required to work closely with Fingal County Council's Housing Department, including Estate Management, Tenancy Management, Homeless Services, Allocations, Housing Maintenance, Housing Inspectors and the Anti-Social Behaviour Unit, together with relevant external agencies such as the HSE, An Garda Síochána, Tusla, MABS, local drug and alcohol services, disability and mental health services, community and voluntary organisations and other stakeholders as required.

The service must be delivered in a manner that is flexible, inclusive, confidential, responsive and needs-led, recognising the complexity and diversity of the households referred. The Framework Member will be expected to build trust, remove barriers to engagement and support households at a pace appropriate to their circumstances and capacity.

The Contracting Authority may draw down services under the Framework as requirements arise during the term of the Framework. The volume, nature and frequency of services required may vary depending on operational requirements, available funding, referral levels and the needs of tenants and applicants within the Fingal administrative area. Fingal County Council does not guarantee any particular level of expenditure or volume of work under the Framework.

2.3 The Initial Contract:

The initial contract will be for twelve (12) months, as set out in Section 2.2 above. Subsequent contracts may be awarded under the Framework Agreement at Fingal County Council's discretion, subject to the terms and conditions of the Framework Agreement and the requirements of the Contracting Authority.

2.4 Details of contracts under the Framework

There is no guarantee of additional contracts, but where they arise, the Contracting Authority may consult the member of the framework agreement in accordance with the scope and rules of operation outlined in this Call for Tender.

2.5 Contract Management

The Contracting Authority requires the successful Framework Member to nominate a dedicated Contract Manager who will act as the main point of contact for the duration of the Framework Agreement and any contract awarded under it.

The nominated Contract Manager shall have sufficient authority to deal with all matters relating to the delivery of the Tenancy Support and Sustainment Services and shall be responsible for ensuring that the services are delivered in accordance with the requirements of the Contracting Authority.

The duties of the Contract Manager shall include, but are not limited to:

- maintaining an effective working relationship with Fingal County Council
- acting as the primary point of contact for referrals, service delivery, reporting and contract review matters
- liaising with relevant Council sections, including Estate Management, Tenancy Management, Homeless Services, Allocations, Housing Maintenance and the Anti-Social Behaviour Unit
- ensuring that appropriate resources are available to deliver the required supports, including home visits, case management, tenancy sustainment interventions and out-of-hours support where required
- ensuring that all cases are managed in a timely, confidential and GDPR-compliant manner
- ensuring that support plans, case notes, referrals, incidents, complaints and outcomes are properly recorded and reported in a timely manner.
- attending meetings, reviews and case conferences as required by Fingal County Council
- monitoring service performance and identifying opportunities for improvement

- ensuring that any issues, incidents, complaints or concerns are escalated and addressed within agreed timeframes.

Tenderers should provide details of their proposed contract management arrangements, including the proposed Contract Manager, the wider team supporting delivery, communication and reporting arrangements, escalation procedures, performance monitoring arrangements and proposed response times for urgent and non-urgent matters.

Tenderers should also provide a draft Service Level Agreement / Contract Management Plan setting out, at a minimum, referral arrangements, key contacts, reporting frequency, case review arrangements, incident and complaint procedures, out-of-hours arrangements where required, escalation procedures and performance review arrangements.

Note: Contract management activities shall be included in the overall tendered price and shall not be separately billable.

2.6 Health and Safety

Evidence of compliance with all relevant Safety Health & Welfare at Work legislation will be required as condition of contract award. Tenderers must address all Health & Safety matters to meet the requirements including the provision of a safety statement / method statement where required. Tenderers are not required to submit these documents at this time however they will be subject to Award of Contract.

3. Establishment and Operation of The Framework

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

3.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a single-operator framework agreement with the tenderer selected following the tender stage and the application of the award criteria.

3.2 Duration of the Framework Agreement

The framework agreement will be for a maximum period of four (4) years.

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.

It is anticipated that the initial contract will operate for a period of twelve months.

3.3 Estimated Value of the Framework Agreement

The estimated value of the Framework Agreement over its maximum term of four years is €1,000,000 excluding VAT.

Tenderers are required to submit pricing for the initial contract period. All prices shall be exclusive of VAT and shall include all costs associated with the delivery of the services.

Fingal County Council gives no guarantee as to the volume, value or frequency of services to be awarded under the Framework Agreement. Requirements will be subject to operational needs, available funding and the terms of the Framework Agreement.

3.4 Awarding Contracts under the Framework Agreement

In the case of a single-operator 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 Right to Tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member the right to be consulted in respect of, or tender for, any contract.

3.6 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions. Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission.

3.7 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.

3.8 Termination of Framework/Contract

The Contracting Authority reserves the right to terminate the Framework Agreement and/or any contract awarded under it in accordance with the terms and conditions of the Framework Agreement and/or Services Contract. This includes, but is not limited to, termination for breach, non-performance, failure to comply with statutory or contractual obligations, or where continuation of the contract is no longer required or appropriate.

4. Selection Criteria

The Contracting Authority is using the **open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderer's qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

In the event that Tenderers have previously been involved in providing these services for the Contracting Authority, they should not assume that the Contracting Authority is aware of their ability to address the requirements set out in this tender. No recognition will be given to information previously submitted. Only information provided in your tender response will be evaluated. The onus is on Tenderers to ensure their tender response is complete and includes all relevant information.

4.1 Relying on the Standing of Other Entities

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 are reminded that they may rely on the resources of other entities to establish the 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 tender is from a consortium / joint venture Tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

4.2 General, Financial and Legal Requirements

Tenderers are required to provide information on the following in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e., it must not be a document that has been scanned as an image or protected against search. The criteria and rules outlined below are assessed on a **pass/fail basis**.

Failure to comply with the requirements will result in your tender being considered inadmissible.

General
Provide contact and general information on the tendering organisation – company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable. Progression to evaluation stage will be conditional upon Tenderers providing evidence of self-declared information to the Contracting Authority if requested. Failure to provide appropriate evidence within the timeframe specified by the Contracting Authority will result in the Applicant being deemed inadmissible for the next stage of the competition.
Legal Compliance
Complete the Declaration of Bona Fides as per Art 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 as contained in the Tender Response Document.

Complete the Declaration regarding their compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment/operation is required. Complete the Declaration on Article 5k regarding EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine as contained in the Tender Response Document.	
Financial	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Professional Indemnity - €1 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 services.	

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.
(c) Produce valid certificates of insurance.

4.3 Professional and Technical Ability

Tenderers are required to provide information on the following in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e., it must not be a document that has been scanned as an image or protected against search. The criteria and rules outlined below are assessed on a **pass/fail basis**. Failure to comply with the requirements will result in your tender being considered inadmissible.

Previous Experience
Tenderers must provide two (2) examples of the successful delivery of services of a similar nature, scale and complexity to the requirements of this Framework Agreement. Examples submitted should demonstrate experience in the delivery of tenancy support, tenancy sustainment, case management, early intervention and/or support services for vulnerable households or service users with complex needs. For each example, Tenderers should provide: • name of the client/contracting authority • brief description of the services provided • contract value and duration • number and profile of service users supported, where relevant • details of referral, assessment, support planning and case management arrangements • details of multi-agency/stakeholder engagement

- outcomes achieved, including tenancy sustainment or other relevant measurable outcomes
- client contact details for verification purposes.

The examples should clearly demonstrate the Tenderer's capacity to deliver a flexible, responsive, person-centred service in accordance with the requirements of Fingal County Council. Please note that only the first two (2) examples submitted will be read and evaluated.

References: Tenderers must provide the contact details of two (2) clients who may be contacted by the Contracting Authority on a confidential basis to confirm satisfactory delivery of the previous contracts submitted.

Details should include the client organisation name, contact person, address, email address and telephone number.

Please note that only the first two (2) client references submitted will be read and evaluated.

Health and Safety

Evidence of compliance with all relevant Safety, Health and Welfare at Work legislation will be required as a condition of contract award. Tenderers must address all Health and Safety matters relevant to the delivery of the services, including the provision of a Safety Statement, Child Protection Policy, Lone Worker Policy, Safeguarding Policy and any other relevant procedures, where required. Tenderers are not required to submit these documents with their tender; however, evidence of compliance may be requested prior to award of contract.

Garda Vetting

Tenderers must provide evidence of garda vetting for all personnel assigned to deliver the services, where applicable/required on award of contract.

ESPD

Tenderers are required to complete and submit the European Single Procurement Document (ESPD) with their tender submission.

The ESPD shall be completed in full and used by the Contracting Authority as preliminary evidence that the Tenderer satisfies the relevant suitability, exclusion and selection requirements for this competition.

The successful Tenderer may be required to submit supporting documentation to verify the information provided in the ESPD prior to award of contract.

5. Award Criteria

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. Tenderers are required to provide responses in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e. it must not be a document that has been scanned as an image or protected against search.

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with/met and their approach to the proposed delivery of the services. A mere affirmative statement by the Tenderer that it can/will do so, or a reiteration of the tender requirements is **NOT** sufficient in this regard.

The contract/framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	**Cost**	**30%**	**3,000**	**N/A**
Tenderers must complete the Pricing Document in full. Cost will be assessed in accordance with the pricing methodology set out in the tender documents. All prices submitted must be exclusive of VAT and inclusive of all costs associated with the delivery of the services.				
B	**Service Delivery Methodology, Case Management and Innovation**	**35%**	**3,500**	**2,100**
Tenderers must demonstrate a clear and comprehensive understanding of the requirements of the Tenancy Support and Sustainment Service and set out their proposed methodology for delivering a flexible, responsive, person-centred and needs-led service. Tenderers should describe their proposed approach to accepting and managing referrals from Fingal County Council, initial assessment of household needs, preparation of individual support plans, ongoing case management, review of progress and case closure. The response should clearly explain how the service will be tailored to the needs and circumstances of each household, including households at risk of tenancy failure, households experiencing crisis, and households requiring a higher level of practical and emotional support. Tenderers should outline their approach to tenancy sustainment, early intervention, prevention of tenancy breakdown, improving compliance with tenancy obligations and supporting households to address issues such as rent arrears, anti-social behaviour, budgeting, household management, maintenance, welfare, utilities and access to specialist services. Tenderers should also explain how they will engage with vulnerable or hard-to-reach households, including households affected by mental health difficulties, addiction, disability, social isolation, language barriers, cultural barriers, challenging behaviour or other complex needs. The response should include details of how trust will be built, barriers to engagement will be reduced and supports will be delivered in a safe, respectful and inclusive manner.				

Tenderers should set out how they will work collaboratively with Fingal County Council and relevant external agencies, including arrangements for multi-agency working, referrals, information sharing, attendance at case conferences and escalation of serious issues or safeguarding concerns.

Tenderers may also include any innovative approaches, tools, practices or added-value measures that will improve engagement, service accessibility, tenancy sustainment, early intervention, reporting or outcomes for tenants and applicants.

C	**Resourcing, Skills and Service Capacity**	**20%**	**2,000**	**1,200**

Tenderers must demonstrate that they have the appropriate resources, skills, qualifications, experience and organisational capacity to deliver the required services in a consistent, responsive and professional manner.

Tenderers should provide details of the proposed staffing structure for the service, including the roles and responsibilities of key personnel, reporting lines and the level of resource to be assigned to the contract. Tenderers should also identify the proposed Contract Manager and any frontline staff who will be involved in the delivery of tenancy support, case management, home visits, tenant engagement and related support services.

Tenderers should demonstrate the relevant qualifications, training and experience of the proposed personnel, including experience in tenancy sustainment, social care, case management, working with vulnerable households, crisis intervention, multi-agency working and engagement with hard-to-reach service users.

Tenderers should also set out their proposed arrangements for managing caseloads, allocating referrals, supervising staff, maintaining service continuity and providing cover during annual leave, illness, vacancies or other periods of staff absence. Tenderers should explain how they will ensure that sufficient suitably qualified and experienced staff are available to meet the operational needs of the service, including attendance at home visits, meetings, case conferences and provision of out-of-hours support where required.

Tenderers should include details of staff training, continuous professional development, safeguarding awareness, GDPR/data protection awareness, complaint handling, health and safety arrangements and any other training relevant to the delivery of the service.

D	**Contract Management, Reporting and Performance Monitoring**	**10%**	**1,000**	**600**

Tenderers must set out their proposed arrangements for managing the contract and ensuring effective communication, reporting, case oversight and performance monitoring throughout the duration of the Framework Agreement and any contract awarded under it.

Tenderers should identify the proposed Contract Manager and describe their role, responsibilities and authority to deal with day-to-day service delivery, referrals, reporting, issue resolution and liaison with Fingal County Council.

Tenderers should also address their proposed arrangements for communication with the Contracting Authority, including attendance at review meetings, case conferences and other meetings as required. The response should set out the proposed reporting frequency, report content and format, including how referrals, active cases, support plans, outcomes, incidents, complaints, safeguarding concerns and service performance will be recorded and reported.

Tenderers should describe their proposed GDPR-compliant case recording and data management arrangements, including how confidential information will be stored, accessed, shared and retained.

Tenderers should also outline their procedures for incident reporting, complaint handling, escalation and resolution, together with proposed performance indicators and arrangements for monitoring service quality, outcomes and continuous improvement.

E	Environmental Considerations	5%	500	300

Tenderers must outline how they will minimise the environmental impact associated with the delivery of the services.

Tenderers should address practical measures such as reduced travel, efficient route planning for home visits and meetings, use of remote meetings where appropriate, digital records and reporting, reduced paper use, waste reduction and resource efficiency.

Tenderers should also provide details of any relevant organisational environmental policies, procedures, initiatives or staff awareness measures that will support environmentally responsible delivery of the service.

Notes:
Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

Tenders must achieve a minimum mark of 60% in the qualitative criteria B - E as set out above.

Tie-Break Rules: Where there is a tie-break, the economic operator with the highest quality score will be awarded the tender. In a case where the overall qualitative scores are identical the economic operator with the highest score on the highest weighted qualitative criterion will be awarded the tender.

5.1 Methodology for Calculating Scoring of Qualitative Criteria

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.

5.2 Methodology for Calculating the Cost Score

Tenderers that have not achieved the required minimum qualifying marks for each of the qualitative award criteria will be eliminated without having their costs assessed and their proposed prices will not be considered for the purposes of calculating the cost score (as per the formula set out below) of the tenderers that have achieved the minimum qualifying marks.

The Tender that offers the lowest tender as per the Pricing Schedule will receive 100% of the maximum marks available for cost. All other Tenders will be scored using the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Tendered Cost}}{\text{Tendered Cost under evaluation}} \times \text{Maximum Marks Available}$$

5.3 Clarification / Verification Meetings

Award of contract/Framework Agreement may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the Tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

5.4 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question on the basis of it being considered abnormally low.

6. Instructions to Tenderers

6.1 Submission of Tenders

Tenders must be submitted via the electronic post-box facility available on www.etenders.gov.ie only.

The Contracting Authority is using the Tender Post-box facility and tenders must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will **not** be accepted.

Tender responses where possible should be uploaded as a single PDF document. Where excess size does not permit the uploading of a single document, tenderers may split their response into two or more documents as follows;

1. Tender Response Document (TRD)

All documents uploaded must be clearly titled and referenced accordingly in the Tender Response Document.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

To submit a document to the electronic post-box, please note that you must click "Submit Response". After submitting, tenderers can still modify and re-send their response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

6.2 Closing date for Tenders

The closing date for tenders	As per etenders

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

6.3 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 you from submitting a comprehensive tender. Please submit your query as soon as possible.

The closing date for queries	As per etenders
Process for submitting queries	Via Questions and Answers facility on 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.

6.4 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

6.5 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 12 months is required, this period commencing on the closing date by which the Tenders are to be returned.

6.6 Discrepancies between documents

A pdf version of the Call for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Amendment of Tender Documentation

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration.

6.8 Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.9 Confidentiality

The distribution of the tender documents is for the sole purpose of replying to this RFT only. The distribution does not grant permission or licence to use the documents for any other purpose. They may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority Tenderers or any third parties (including subcontractors) engaged or consulted by the Tenderer are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

6.10 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms ‘registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to

disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.11 Anti-Competitive Conduct

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

6.12 Freedom of Information Acts & Access to Information on the Environmental Regulations

All responses to this Call for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer 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, European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this call for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender 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, European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

6.13 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Call for Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

6.14 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract/framework agreement, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and e-mail accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

6.15 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. Where a discrepancy arises between any figures submitted on the pricing element of eTenders versus the content of the Tender Submission, the Tender Submission figures will be used in the assessment.

In the case of manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

6.16 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications. The Contracting Authority will issue a Letter of Regret which will contain the following information – name of successful tenderer designate, the applicable standstill period; scores of tenderer in question and that of successful tender; features and characteristics of successful tender where they scored higher marks in specific criteria. In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

6.17 Services Contract

Tenderers should note the terms and conditions of the Services Contract.

Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract. Tenderers may not amend the Services Contract.

6.18 Return of Signed Contracts

The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority by the date specified (or no later than seven (7) calendar days where no date is specified) from the date notified in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract.

Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified above then the Contracting Authority may proceed to award the Services Contract to the next highest ranked Tenderer in accordance with above.

6.19 Change in the Composition of a Tender

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

6.20 Interference and Inducement to Purchase

Any effort by the tenderer 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 tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being.

6.21 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received. FCC reserves the right not to award, or to procure outside the Framework where appropriate.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

6.22 Award Notices

Following the formal conclusion of a contract/framework agreement, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.23 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

6.24 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.25 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

6.26 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

6.27 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tenderer/Tenderer's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

7. General Information Relevant to Successful Tenderers

7.1 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

Invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

7.2 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353-67-63400).

7.3 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Environmental Legislation, Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by Irish law.

7.4 Late Payment

The Contracting Authority operates in accordance with EU Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

7.5 Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in call for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.