Request for Tender (RFT)

Managed Service

for

Non-Emergency Transport for HSE Service Users (excluding Dialysis patients)

On behalf of

Mayo University Hospital

HSE 29169

N.B.

If you have any queries or problems completing the document, please raise a query via the messaging facility on www.etenders.gov.ie as soon as possible.

Tender Title	Managed Service for Non-Emergency Transport for Mayo University Hospital (excluding Dialysis Patients)
HSE Ref	HSE 29169
Introduction:	The HSE wishes to establish a new contract with a third-party provider (the "**Management Company**") to provide a managed service for Non-Emergency Transport for HSE Service Users on behalf of Mayo University Hospital ("**MUH**"). The "**Managed Service**" involves; (a) the establishment of an approved list of transport providers (the "**Transport Operators**") and (b) the management of the day-to-day provision of non-emergency transport for patients, staff members, attendants or members of the general public approved by the HSE (the "**HSE Service Users**") on behalf of MUH. MUH currently has a Managed Service in place for Dialysis patients. This tender will establish a new contract covering all other Transport requirements for MUH including both scheduled (fixed rate) and ad-hoc (per km) runs. The transport requirements for MUH to be included in the scope of the Managed Service are as follows: • Ad-hoc taxi service for patients to/from MUH on a 24-hour service requirement; • Fixed price runs to/from MUH to/from other healthcare facilities in Co. Mayo and neighbouring counties; • Fixed price runs to/from MUH, to/from healthcare facilities in Dublin; • Taxi run to Galway City – One scheduled run per day, Monday-Friday. • Laboratory/Blood runs - Deliveries to Dublin/St john's (2km away) on an as and when required basis – 24-hour service requirement • Pharmacy – Collection/delivery to St John's (2km) on an as and when required basis a few times a week • Patient Charts – Delivery of charts for Clinics to District Hospital's/community Care areas across Co Mayo – Various scheduled days and times • Staff transport to: - Mayo Clinic areas / return from Dublin/Galway Hospitals, on an as and when required basis – 24 hours service requirement The transport requirements shall incorporate the provision of services via Taxi, Minibus, Wheelchair Accessible Taxi and Wheelchair Accessible Minibus and shall also incorporate the provision of services for ad hoc and scheduled journeys. It is anticipated that the majority of interactions between MUH and the Management Company will occur between 09:00 and 17:00, Monday to Friday (the "**core hours of operation**"). The Management Company shall, however, provide a dedicated contact telephone number for the receipt and management of transport booking requests outside these hours. This service shall be available 24 hours a day, 7 days a week, including weekends and public holidays.

	MUH shall pay the Management Company a fixed monthly rate for the provision of the Managed Service. An invoice to the value of the fixed monthly rate shall be submitted on the last working day of each month. The Management Company shall be responsible for making payments to each Transport Operator for journeys completed each week and shall invoice the HSE the total weekly amount paid to all Transport Operators together with detailed reports of payments made to each Transport Operator, in order to check and validate the payments. An invoice to the value of the total weekly amount paid to all Transport Operators shall be submitted within five (5) working days of the last working day of each week. There are three (3) core elements to the Managed Service; 1. **Establish** a list of qualified Transport Operators for MUH 2. **Manage** the Managed Service to ensure the availability of Transport as and when required for all HSE Service Users in MUH. 3. **Oversight** of the list of Transport Operators to ensure ongoing compliance with the qualification criteria for the Services. It is intended to award the contract to one Management Company (which may be a joint venture or consortium). The contract shall be awarded to the Tenderer who, in the professional judgment of the Tender Evaluation Group, submits the most economically advantageous tender having regard to the Minimum Eligibility and Award Criteria outlined in this Invitation to Tender. The Contracting Authority shall be the Health Service Executive (HSE). The contract shall be governed by a Contract Agreement and shall be managed and overseen the Patient Transport Coordinator in MUH. It is anticipated that the finalisation and signing of the Contract Agreement will occur in February / March 2027. It will be the responsibility of the Management Company to provide the investment and resources necessary to implement the new contract within the timescale to be provided in the Tender Response Document. The new Management Company will be required to work with MUH staff, the existing Transport Operators and the HSE to ensure a smooth transition of the service during the implementation period.
Description of Requirements	See Section 3 – Mandatory Service Requirements
Procurement Procedure	The HSE will conduct this competitive tender process using the Open Procedure under Directive 2014/24/EU.
Contract Term	The contract will run for 24 Months (the "**Term**"). The HSE reserves the right, at its discretion, to extend the Term for a period or periods of up to 12 months with a

	maximum of two such extensions on the same terms and conditions, subject to the HSE obligations at law.
Tender Document Pack	The Tender Document pack for this tender consists of the following documents: • Request for Tender (RFT); • Tender Response Document (TRD); Tenderers should note that the HSE Standard Terms for Supplies & Services V8.4 and the HSE Tender Competition Rules V14 both apply to this process. Tenderers can request copies of these documents from the HSE via the electronic messaging system on www.etenders.gov.ie within the "Messaging Service". Tenderers are required to submit their proposals by completing and returning the TRD.
CPV Code	60120000-5 – Taxi Services 60000000-8 – Transport Services (excl. waste transport) 60100000-9 – Road Transport Services 60130000-8(1) - Special-purpose road passenger-transport services. 60140000-1(1) - Non-scheduled passenger transport
Completed Tenders	1. Tenderers must submit completed tender proposals via the eTenders portal "Create your tender online" option on the eTenders portal only on www.etenders.gov.ie 2. The HSE will not be able to accept responses via the "Messaging Service", i.e. as an attachment to a message. Only responses submitted via the "Create your tender online" option will be accepted for evaluation. 3. As the HSE has no access or view from the supplier's perspective on the eTenders portal, the HSE's advice would be to contact eTenders directly on 0818 0014 59, for any assistance required in uploading tender responses onto the eTenders portal. 4. Uploading of tender responses is time locked. Receipt of submissions is not possible after the official closing deadline. 5. The onus is on the Tenderer to allow ample time to ensure the tender response is uploaded and successfully submitted prior to the closing date and time specified in this document. 6. Responses will not be accepted beyond the specified deadline. Avoid last minute problems by rehearsing the tender submission process well in advance of deadline. 7. Tender responses will not be accepted in hard copy or by electronic means other than via www.etenders.gov.ie . 8. The following document formats are acceptable: Microsoft Word 2010, Microsoft Excel 2010 and earlier; PDF (all versions).

	Please note that no document uploaded should exceed 10mb in size and the file path name should be limited to 40 number of characters including spaces.
Closing Date	Monday 21st December 2026 at 12 noon.
Queries Deadline	Monday 14th December 2026 at 12 noon. All queries and requests for clarifications must be made via the electronic messaging system on www.etenders.gov.ie Please note responses to queries will be automatically sent to the specific email address registered by the Tenderer on www.etenders.gov.ie. The electronic messaging alerts will contain unique links to a Tenderer's message archive on the site where they can be accessed and viewed.

Note:

- It is imperative that all questions in the Tender Response Documents are completed in the format provided as the Tender Response Document will be used as the basis for evaluation and award.
- For general information on HSE refer to www.hse.ie
- Defined terms used in this Invitation to Tender include defined terms contained in the Tender Competition Rules V14 available at www.hse.ie. This Invitation to Tender should be read in conjunction with the Tender Competition Rules V14.
- As a guidance document, this document is not intended to be definitive and if there is any issue that requires clarification, this should be raised via the electronic messaging system on www.etenders.gov.ie

SECTION 1: GENERAL INFORMATION

1.1 The purpose of this RFT is to provide Tenderers with the information that they need to decide whether to submit a tender.

1.2 All reasonable care was taken to ensure that the information set out in this RFT is true and accurate in all material respects as at the time of publication. However, no warranty or representation is given as to the accuracy or completeness of this information. The HSE does not accept any liability or responsibility for the accuracy, adequacy or completeness of the information set out herein.

1.3 The HSE will not be liable or responsible for any opinion, statement, or conclusion contained in, or any omission from this RFT or for any other written or oral communication made available during the course of this process. No representation or warranty is made in respect of such statements, opinions or conclusions.

1.4 The HSE reserves the right to amend this RFT and any information contained herein. Any such changes shall be notified via the e-Tenders post-box at www.etenders.gov.ie.

1.5 None of the information set out herein will constitute a Contract Agreement, or part of a Contract Agreement, or an offer to enter into a Contract Agreement, between the HSE and any Tenderer. Nothing in this RFT is, nor shall be relied upon as, a promise or representation as to the HSE's ultimate decision in relation to the award of any Contract Agreement(s) pursuant to this RFT.

1.6 The HSE reserves the right to take such steps as it considers appropriate, including but not limited to: changing the timetable relating to this process; rejecting any, or all, of the tenders received; abandoning this process (or any part of it) at any time.

1.7 No legal relationship or other obligation shall arise between any Tenderer and the HSE unless and until a Contract Agreement has been executed between said Tenderer and the HSE following the tender process.

1.8 The tendered prices shall remain valid for 6 months and shall be effective from the closing date for receipt of tenders under this tender process.

1.9 The tendered price of the Management Company shall remain fixed for the Term unless otherwise agreed by the HSE.

1.10 The HSE reserves the right to review the suitability of the Management Company at any point up to the award of contract to ensure that there has been no material change to the standing of the Management Company from that provided at the time of the submission of tenders, or any time in the interim.

1.11 Tenderers are advised that the HSE is subject to the Freedom of Information (FOI) Acts, 2014.
If a Tenderer considers that any of the information supplied in their tender response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

1.12 Any conflict of interest or potential conflict of interest on the part of a Tenderer or any other entity associated with a Tenderer's tender, must be fully disclosed to the HSE as soon as the conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the HSE may invite Tenderers to propose means by which the conflict might be removed. The HSE will, in its absolute discretion, decide on the appropriate course of action.

1.13 The laws of the Republic of Ireland are applicable to this process. The courts of the Republic of Ireland shall have exclusive jurisdiction in relation to any disputes arising from this process.

1.14 If there is any part of this RFT that is unclear or where the Tenderer feels that it puts them at an unfair disadvantage, the Tenderer should immediately contact the HSE via the electronic messaging system on www.etenders.gov.ie.

1.15 Tenderers may be asked to make a presentation of their proposals, attend a clarification meeting with the HSE or host a site visit by the HSE as part of the assessment of tenders. In such cases, all the Tenderers costs and expenses shall be borne by the Tenderer.

1.16 The HSE shall not be responsible for any payment in connection with any expenses which may be incurred by the Tenderer(s) in the preparation and submission of their tender. Any costs associated with the submission of a tender in response to this RFT are the sole responsibility of the Tenderer submitting the tender and will not be reimbursable.

1.17 In no circumstances shall the HSE, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of this RFT.

1.18 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written contract has been executed by the HSE and the Service Provider.

1.19 The HSE may cancel a tender process at any time prior to a contract being executed arising from such tender process. Any notification of preferred bidder status by the HSE shall not give rise to any enforceable rights by the any Tenderer.

1.20 Tenderers must provide sufficient information in their tender to demonstrate their capabilities under each of the questions in the TRD. Tenderers must complete all questions in the TRD in full as these responses will be used as part of the evaluation process. Information provided elsewhere (e.g. addendums, etc.), should be clearly cross referenced to the question to which they relate. Information which is not clearly cross-referenced, or which is provided in response to other questions in the TRD, will not be taken into consideration in the evaluation of the response to the relevant question.

1.21 Tenderers should note that, in order to meet any of the Minimum Eligibility Criteria set out in the tender, a Tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In the event that a Tenderer wishes to rely on the capacities of another entity, it must in that case prove to the HSE that it will have at its disposal the resources necessary, for example, by producing an undertaking by those entities to that effect.

1.22 Tender responses may be submitted by a consortium or joint venture, provided that the submission clearly states which Tenderers are proposed to be members of the consortium, which are to be sub-contractors and that all participants of the consortia or joint venture are jointly and severally liable for the fulfilment of the terms of the contract.

1.23 The HSE reserves the right to seek additional clarifications from Tenderers in connection with its assessment of their submissions but will not be held liable for any costs incurred in this regard by Tenderers.

1.24 For general information on HSE refer to www.hse.ie

SECTION 2: BACKGROUND

2.1

Mayo University Hospital (MUH), located in Castlebar, Co. Mayo, is a Model 3 Acute Hospital within the West/Northwest Regional Health Area. The hospital provides a comprehensive range of acute healthcare services, including emergency medicine, general medicine, surgery, orthopaedics, maternity, paediatrics, oncology, renal dialysis, diagnostic imaging, laboratory services and associated support services.

MUH serves as the principal acute healthcare facility for County Mayo and the surrounding region, delivering both inpatient and outpatient care and operating a 24-hour Emergency Department.

SECTION 3: MANDATORY SERVICE REQUIREMENTS

3.1 General

3.1.1 The HSE requires a Management Company to (a) perform the tasks set out in Section 3 of this RFT together with any additional tasks which are the subject of a change or minor change, and (b) comply with any directions given by the HSE in relation to its performance of the tasks.

3.1.2 The Management Company shall establish, by way of a public tender process, an approved list of Transport Operators and to manage the day-to-day provision of non-emergency transport for HSE Service Users excluding Dialysis patients on behalf of MUH (the "**Managed Service**").

3.1.3 Non-emergency transport (the **"Transport Service**") shall incorporate the provision of both ad hoc and scheduled[1] journeys via Taxi, Minibus, Wheelchair Accessible Taxi or Wheelchair Accessible Minibus.

3.1.4 The Management Company shall provide the Managed Service from its office during the core operating hours of 09:00 to 17:00, Monday to Friday.

3.1.5 The Management Company shall also provide a dedicated contact telephone number for the receipt and management of transport booking requests outside of the core operating hours, with such service available on a 24/7 basis, including weekends and public holidays.

3.1.6 There are three (3) core elements to the Managed Service;

3.1.6.1 **Establish** a list of qualified Transport Operators for MUH
3.1.6.2 **Manage** the Managed Service to ensure the availability of Transport as and when required for all HSE Service Users in MUH.
3.1.6.3 **Oversight** of the list of Transport Operators to ensure ongoing compliance with the qualification criteria for the Services.

3.2 Establish

3.2.1 The Management Company shall conduct a public tender process to appoint a list of Transport Operators to provide a HSE-funded Transport Service on behalf of MUH.

3.2.2 The public tender process may include the provision of the following types of transport:

a. sPSV (<8 passengers) WAV Taxi's & Hackneys;
b. LPSV's (>8) passengers) Minibuses;
c. Non-Emergency Private Ambulances for community use;
d. Vans / couriers (for non-passenger services, i.e. files, blood samples, equipment etc.

3.2.3 The public tender process must fully comply with the EU Procurement Directives and must be advertised on www.etenders.gov.ie . The frequency of the public tender processes shall be agreed with MUH, and the

[1] Scheduled journeys would typically include transport of HSE Service Users for scheduled medical appointments.

Management Company shall also be responsible for ensuring the successful rollout and operation of the Transport Service following each tender process.

3.2.4 The Management Company shall ensure that notice in relation to each tender process is also advertised on local media applicable to MUH in advance of closing date for receipt of tenders.

3.2.5 The Management Company shall issue a communication to all known Transport Operators operating or with the potential to operate in MUH.

3.2.6 The Management Company shall agree the criteria for qualification of Transport Operators in each public tender process with MUH prior to the advertisement of the tender notice.

3.2.7 The Management Company shall apply the following qualification criteria in the public tender process for Transport Operators (the "**Qualification Criteria**"):

3.2.7.1 Road Transport Operator License issued by the National Transport Authority;

3.2.7.2 Tax Clearance Certificate or other evidence of tax compliance;

3.2.7.3 Evidence of Turnover in each of the previous three years (amount to be agreed with MUH);

3.2.7.4 Evidence of previous experience in providing non-emergency transport services for the general public 24 Months;

3.2.7.5 A minimum of three (3) small Public Service Vehicles (sPSV) of which a minimum of one (1) must be a Wheelchair Accessible Vehicle (WAV). Each of the above Vehicles must be less than ten (10) years old as of the date of the tender response;

3.2.7.6 Evidence of the following levels of insurance cover[2]

- Public Liability €6.5 million
- Employers Liability €13.0 million
- Vehicle Insurance €6.5 million

3.2.7.7 Evidence of current insurance certificate that states that the operator is indemnified to carry passengers for reward;

3.2.7.8 A current Safety Statement meeting the requirements of Section 20 of the Safety, Health and Welfare at Work Act, 2005 (as amended);

3.2.7.9 List of Vehicles and Drivers to be used in providing the Transport Service;

3.2.7.10 Valid Certificate of Registration and Licensing (Logbook) for each Vehicle to be used in providing the Transport Service;

3.2.7.11 CVRT / NCT Certificate (as relevant) for each Vehicle to be used in providing the Transport Service;

3.2.7.12 Certificate of comprehensive insurance for each Vehicle to be used in providing the Transport Service;

[2] The Transport Operator's insurance policy for employers'/public/vehicle liability shall contain a provision indemnifying the Service Provider, Health Service Executive and Minister for Health against any claim made in respect of which the Transport Operator is entitled to indemnity.

3.2.7.13 Evidence of LOLER certificates (if applicable) for each Vehicle to be used in providing the Transport Service;

3.2.7.14 Current, full relevant Driver's License issued by the NDLS or equivalent for each Driver to be used in providing the Transport Service;

3.2.7.15 Current Certificate of Professional Competence Evidence (CPC) for Drivers of relevant vehicles to be used in providing the Transport Service;

3.2.7.16 LPSV / SPSV Certificate (as relevant) for each Driver to be used in providing the Transport Service;

3.2.7.17 Commitment to complete[3] Garda Vetting Clearance for each Driver to be used in providing the Transport Service;

3.2.7.18 Commitment to complete[4] Training for each Driver to be used in providing the Transport Service to include (where relevant):

- Manual Handling;
- Safeguarding of Vulnerable Adults;
- Infection Prevention & Control;
- Incident & Accident Reporting;
- PHECC First Aid;
- Bus Evacuation;
- Prevention and Management of Aggression and Violence;
- Clamping & Lifting Equipment;
- Disability Awareness;
- Children First (available online on http://childrenfirst.hseland.ie);
- Passenger restraint where necessary (e.g. for wheelchair accessible vehicles);
- Code of Conduct.

3.2.8 The Management Company shall ensure that the range of pre-determined routes ("**Schedule Runs**") and typical nature of unscheduled journeys ("**Ad-hoc Runs**") are included in the scope of the transport requirement set out in the Request for Tender.

3.2.9 The Management Company shall request each Transport Operator to submit pricing for each Scheduled Run and/or a Cost per Km for Ad-hoc Runs for which the Transport Operator wishes to tender.

3.2.10 The Management Company shall ensure that the pricing submitted by the Transport Operators for Ad-hoc Runs shall not exceed the relevant NTA National Maximum Taxi Fares. Transport Operators shall be invited to offer percentage discounts from the NTA National Maximum Taxi Fare in their proposal, and any percentage discounts offered will be applied to the total fare charged for each Journey by the Transport Operator, including for any extras that may apply.

3.2.11 The Management Company shall complete the evaluation of the tenders received by the specified closing date. The evaluation shall identify all Transport Operators who demonstrate compliance with the

[3] To be completed prior to the commencement of the Services
[4] To be completed within 3 months of commencement of the Services

qualifying criteria and the preferred option on the basis of cost effectiveness, considering any operating or geographical constraints that may apply, for each Scheduled Run and for the provision of Ad-hoc Runs.

3.2.12 The Management Company shall prepare a report for approval by MUH which outlines the outcome of evaluation.

3.2.13 Following approval by the MUH, the Management Company shall be responsible for notifying the Transport Operators in relation to the outcome of the tender evaluation. The Management Company shall manage all queries in relation to the tender process from the Transport Operators.

3.2.14 Contracts for Transport Operators on behalf of MUH shall typically be awarded on the basis of 24 months with an optional 2 x 12-month extension. Shorter durations may be agreed between the Management Company and MUH. Prices for Scheduled Runs and fares for Ad Hoc Runs shall be fixed for the duration of the Transport Operator contracts and may only be adjusted in line with amendments to the NTA National Maximum Taxi Fares.

3.3 Manage

3.3.1 The Management Company shall be responsible for the day-to-day management and administration of the delivery, co-ordination, and operation of Transport for all HSE Services Users in MUH including:

3.3.1.1 SPSV Transport (<8 passengers):

- 24/7 Taxi Services
- GP Blood Sample Collections
- Files / Scans / Samples Transport
- Ad Hoc Transport / Once Off Transport Services
- Special / Time Sensitive Transport

3.3.1.2 LPSV Transport (>8 Passengers):

- Minibus Transport to HSE Day Services
- Ad Hoc Transport / Once Off Transport Services

3.3.1.3 Private Ambulance Non-Emergency Transport Services:

- Transfers to Community Hospitals
- Transfers to Hospital Appointments

3.3.1.4 Ad Hoc Transport / Once Off Transport Services:

- Non passenger services, i.e files, blood samples, equipment etc,
- Transport provided by van/courier.

3.3.2 The Management Company shall ensure that they have a sufficient number of qualified and experienced staff available at all times for providing the Managed Service.

3.3.3 A nominated representative or service area in MUH shall contact the Management Company via a booking system (telephone and/or online) with a request to arrange transport for a Service User as required (the "**Journey**"). The Journey may be ad-hoc or scheduled depending on the specific requirement.

3.3.4 The Management Company shall ensure that all telephone calls are answered within one (1) minute during the core hours of operation. The telephone system shall include a messaging service and messages left by the requestor shall be responded to within fifteen (15) minutes on a twenty-four (24) hour basis.

3.3.5 The Service Provider's telephone number shall be charged at local rates or less.

3.3.6 On receipt of a request for a Journey, the Management Company shall verify that the requestor is on the authorised list for the service area in MUH.

3.3.7 The Management Company shall be responsible for the selection of a Transport Operator for each Journey from the list of qualified Transport Operators for MUH. The Management Company shall employ factors such as ranking, cost, availability, familiarity, geography or any other relevant factors in identifying which Transport Operator is selected for each Journey.

3.3.8 The Management Company shall issue a confirmation via electronic means (e.g. text, email etc.) to the requestor for each Journey booked. The confirmation shall include the cost for the Journey.

3.3.9 For Journeys which are scheduled and required on a frequent basis, booking details and cost can be agreed on a periodic basis between the service area in MUH and the Management Company.

3.3.10 The Management Company shall manage the fulfilment of each Journey on behalf of MUH and shall act as a point of contact, as and when required, between MUH and the Transport Operator in relation to the Journey.

3.3.11 The Management Company shall keep a log of each Journey completed, to include details of the Service User, driver details, date and time information, collection/drop-off location details, HSE booking contact/ref and a breakdown of the costs for each Journey (the "**Backup Data**").

3.3.12 The Management Company shall be responsible for paying the Transport Operator for each Journey completed each week and shall invoice MUH the total weekly amount paid to all Transport Operators, together with detailed reports of payments made to each Transport Operator, in order to check and validate the payments.

3.3.13 The Management Company shall provide reports to include data on journeys completed, transport spend and Transport Operator performance, and any other agreed information on a monthly basis, or more frequently if requested by MUH and agreed by the Service Provider.

3.3.14 The Management Company shall be responsible for receiving, recording and responding to complaints in relation to the service. A log of complaints shall be provided to MUH every month.

3.3.15 The Management Company shall identify opportunities for improved co-ordination and integration of the Transport Service in conjunction with the Transport Operators and MUH.

3.3.16 The HSE reserves the right to audit the Management Company and/or the operation of the Managed Service to ensure that the provision of the Transport Service is being provided on an efficient, safe and effective transport network for HSE Service Users and MUH.

3.3.17 The Management Company shall work with and on behalf of MUH to select the preferred option for each Journey on the basis of cost-effectiveness considering any operating constraints that may apply.

3.3.18 The Management Company shall liaise with Public Representatives and MUH on service and performance deficits and new opportunities.

3.3.19 The Management Company shall communicate to the Transport Operators and ensure compliance with all existing and updated policies.

3.3.20 The Management Company shall collaborate with MUH to reduce carbon footprint through the procurement and operation of Transport.

3.3.21 The Management Company shall monitor performance (routes, schedules, passenger loadings etc) and liaise with MUH to propose and implement necessary changes.

3.3.22 The Management Company shall record and update MUH on any changes to planned services i.e. significant disruptions, weather alerts, events.

3.3.23 The Management Company shall conduct risk assessments on HSE Service Users with additional needs, including pick up locations – i.e. wheelchairs, walking frames, oxygen, challenging behaviour etc. The Management Company shall not be responsible for carrying out clinical assessment of Service User requirements.

3.3.24 The Management Company shall monitor the level and quality of service provided by all Transport Operators, including:

- Vehicle – specified vehicle as per contract;
- Driver – customer care, training;
- Services - kms operated versus schedule and punctuality
- Charges – service costs and cost drivers
- Changes to tasks – demand, policy, local or regional development plans or otherwise.

3.3.25 The Management Company shall not (without the prior approval of MUH in writing): (i) provide, or (ii) seek to be appointed to provide, a Transport Service under this contract.

3.3.26 The Management Company shall: (a) keep accurate, complete and up to date records of its performance of the Managed Service including any records required to be kept under the Companies Act 2014; and (b) permit MUH or its representatives at any time on reasonable notice to examine and take copies of such

records and any other information and documents relating to the Managed Service as are in the possession of the Service Provider.

3.3.27 The Management Company shall provide any information required by MUH to assist with their responses to complaints/feedback, within five (5) working days of the receipt of such a request.

3.3.28 The Management Company shall ensure all complaints and feedback received are logged and closed off within fifteen (15) working days of the date of the complaint or feedback (or such other longer period of time as may be agreed by MUH in writing).

3.3.29 The Management Company shall continually monitor and maintain a clear record of payments received from MUH, paid to Transport Operators and held on account by the Management Company.

3.3.30 The Management Company shall ensure that payments due to Transport Operators pursuant to the provision of the Transport Service shall be reviewed and reconciled in advance of payment including, ensuring all invoices are based on latest contract rates and that invoices relate to Journeys performed.

3.3.31 The Management Company shall be responsible for ensuring that all Transport Operators are made aware that, the collection of fares from HSE Service Users by Transport Operators or directly by the Management Company is strictly forbidden under the terms of this contract.

3.3.32 The Management Company shall ensure that it, and all Transport Operators engaged in the delivery of the Services, comply at all times with all relevant legal, tax, regulatory and statutory obligations.

3.4 <u>Oversight</u>

3.4.1 The Management Company shall establish a method of verification of Transport Operators and their staff/vehicles to ensure constant compliance with the requirements of this contract.

3.4.2 The Management Company shall maintain on file for the Term, copies of all certifications, evidence and documentation for each Transport Operator in accordance with the requirements of this contract.

3.4.3 The Management Company shall ensure that all Transport Operators deliver a quality service when providing Transport for HSE Service Users in MUH to include:

- Safe door to door transfer of all Service Users
- Meeting the agreed times for collection and drop off
- Professional, courteous and considerate interactions by the Transport Operator with HSE Service Users, attendants, family members/carers, healthcare workers or other agencies they meet in the provision of Transport (e.g., nursing homes etc.)
- Ability to deal with emergency situations
- Empathy and compassion towards the Service User
- Seamless service during annual leave and absence due to illness
- Immediate replacement of vehicle in the event of a breakdown

3.4.4 The Management Company shall endeavour to ensure that there are sufficient and appropriately skilled Transport Operators available to meet the MUH's requirements during the Term.

3.4.5 The Management Company shall ensure that the Transport Operators maintain a sufficient number of appropriately skilled drivers and appropriately equipped vehicles to meet MUH's requirements during the Term.

3.4.6 The Management Company shall endeavour to ensure that Transport Operators and their staff observe confidentiality in all aspects of their work undertaken on behalf of MUH. In particular, the Management Company shall ensure that Transport Operators and their staff regard as confidential and shall not disclose to any person, other than a person authorised by MUH, any information in relation to the identity or treatment of any Service User and / or the medical condition or treatment received by any Service User.

3.4.7 The Management Company shall ensure that Transport Operators facilitate MUH when it is necessary that an attendant is required to accompany HSE Service Users at any time at no extra cost.

3.4.8 The Management Company shall ensure that Transport Operators facilitate MUH by adding additional HSE Service Users on scheduled runs at no extra cost, including where such additions may result in minor alterations to the scheduled route.

3.4.9 The Management Company shall ensure that the Transport Operators collect HSE Service Users from their homes/hospital/centre or from arranged pickup points and are safely transported to their destination.

3.4.10 The Management Company shall ensure that the Transport Operators facilitate reasonable requests for the delivery of a "door to door" service and that no HSE Service User is put in a vulnerable situation before, during or after disembarking the vehicles.

3.4.11 The Management Company shall ensure that the Transport Operators preserve the dignity, comfort and safety of all HSE Service Users at all times.

3.4.12 The Management Company shall be responsible for managing situations of unacceptable service by Transport Operators up to and including removal from the qualified list for MUH. Unacceptable service by Transport Operators shall include:

- Unsatisfactory conduct
- Failure to reply to written complaints in a clear and unambiguous manner in accordance with the requirements as specified in the tender document
- Repeated failure to answer telephones calls
- Not providing a prompt and reliable service
- Applying an overcharge, attempting to apply an overcharge or being used as an intermediary (whether inadvertently or not) to pass on an overcharge to MUH

3.4.13 The Management Company shall ensure that all adverse incidents, unusual circumstances, accidents, incidents or injuries are reported in writing by the Transport Operator to the Management Company, and that a report on such occurrences is prepared each month for MUH.

3.4.14 The Management Company shall ensure that each Transport Operator has an emergency call plan in place in the event of a breakdown, accident or incident while a Service User is in transit.

3.4.15 The Management Company shall ensure that Transport Operators provide all vehicles, documentation or service records for inspection within five (5) working days of a request from MUH. The vehicles, documentation or service records shall be provided directly to MUH or to an authorised agent nominated by MUH.

3.4.16 The Management Company shall ensure that Transport Operators work with MUH or the HSE itself in relation to updates to information on disability awareness and any other training if offered by MUH and/or HSE.

3.4.17 The Management Company shall ensure that the Transport Operators provide training and/or suitable supports to their drivers, including:

- Induction;
- Quality management;
- Customer service;
- Facilitating those with disabilities;
- Vehicle maintenance;
- Valeting/hygiene;
- Current and new health guidance where relevant;
- Safe lifting techniques;

3.4.18 The Management Company shall ensure that drivers employed by the Transport Operators provide appropriate assistance to HSE Service Users with reduced mobility. Transport Operators shall also facilitate the transport of walking frames and other mobility aids required by HSE Service Users at no additional cost.

3.4.19 The Management Company shall ensure that drivers employed by the Transport Operators facilitate reasonable requests to assist HSE Service Users in/out of vehicles and buildings as required.

3.4.20 The Management Company shall ensure that Transport Operators fully comply with their legal obligations in respect of the operation and roadworthiness of vehicles engaged in delivering Transport in MUH.

3.5 Scope Changes

3.5.1 MUH reserves the right to request a change to the scope of the Managed Service and / or transport requirements at any time during the Term. The Management Company shall engage proactively with MUH in order to reach agreement on such requests.

3.5.2 The Management Company and MUH shall, prior to the implementation of the requested change, agree the impact of the requested change to the scope of the Managed Service and/or transport requirements, including any impact on cost. Neither the Management Company nor MUH shall unreasonably withhold agreement in relation to requests to change the scope.

3.5.3 The Management Company shall communicate and manage the implementation of any agreed requested change with the Transport Operators and HSE Service Users and shall represent MUH in resolving any concerns that arise with Transport Operators and HSE Service Users in relation to the implementation of the requested change.

3.5.4 In the event that agreement is not reached in relation to the requested change, MUH shall reserve the right to procure the requested change via alternative means.

SECTION 4: PRICING AND PAYMENTS

4.1.1 The Management Company shall be responsible for making payments to each Transport Operator for journeys completed each week and shall invoice the HSE the total weekly amount paid to all Transport Operators. An invoice to the value of the total weekly amount paid to all Transport Operators shall be submitted within five (5) working days of the last working day of each week.

4.2 Each invoice shall be accompanied by a report which details each Journey completed, together with detailed reports of payments made to each Transport Operator, to check and validate the payments.

4.3 MUH shall pay the Management Company a fixed monthly rate for the provision of the Managed Service (the **"Rate"**). An invoice to the value of the Rate shall also be submitted within five (5) working days of the last day of each month.

4.4 Tenderers are required to tender a Rate for the provision of the Managed Service in the TRD.

4.5 The VAT rate shall be indicated separately in the TRD.

4.6 The Rate shall be inclusive of all costs incurred by the Management Company in providing the Managed Service, including the provision of staff, accommodation, equipment, technology, training etc. The Rate shall be fixed for the Term and shall only be subject to adjustment by agreement with MUH.

4.7 The marks for Ultimate Cost will be calculated based on the annual cost of the Rate tendered.

4.8 The Management Company shall ensure that the invoices and reports shall be accurate i.e. correct contract price, journey details, etc.

SECTION 5: INSURANCE AND TAX COMPLIANCE

5.1 The Management Company shall be required to hold for the term of the Contract, insurances of the type and to the level specified below:

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7 million for any one claim or series of claims arising out of a single occurrence (where required, if self- employed this is not necessary)
Public Liability	€6.5 million for any one claim or series of claims arising out of a single occurrence
In the case of Employer's Liability and Public Liability Insurances, an indemnity to Principals clause must be included.	

5.2 Tenderers are asked to provide, as part of their tender response, written confirmation that they hold or will hold, if successful, the above types and levels of insurance. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) the contract.

5.3 Prior to the award of the contract, the successful Tenderer will be required to produce a Tax Clearance Certificate from the Irish Revenue Commissioners or equivalent body. Alternatively, the Tenderer may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate online verification of their tax status.

SECTION 6: MINIMUM ELIGIBILITY AND AWARD CRITERIA

The evaluation of tender responses will be conducted in the following stages:

6.1 Minimum Eligibility Criteria

6.1.1 Tenderers who do not, in the opinion of the HSE, confirm and/or demonstrate compliance with any of the Minimum Eligibility Criteria in Table 6 below will be excluded from further consideration.

6.1.2 Compliance with each of the Minimum Eligibility Criteria must be effective from the date of tender submission.

Main Criteria	Sub-Criteria	Minimum Eligibility Pass/Fail
European Single Procurement Document (ESPD)	**Part III of the ESPD**	*Confirm that none of the Exclusion Criteria listed in Part III of the ESPD applies to the Tenderer or any other Economic Operators who form part of the tender response (see Part G of the TRD).*
Tenderer Declaration	**Tenderer Declaration**	*Confirm that the tender has been submitted consistent with the requirements set out in the Tenderer Declaration. (see Part F of the TRD).*
Mandatory Service Requirements	**Mandatory Service Requirements**	*Confirm that the Managed Service will be provided in compliance with each of the Mandatory Service Requirements listed in Section 3 of this RFT.*
Economic and Financial Standing	**Overall Turnover of Tenderer's Organisation**	*Confirm that the turnover of the Tenderer, or if a consortium or joint venture, that the combined turnover of the Economic Operators who are part of the consortium or joint venture meet or exceeds a minimum of €250,000 per annum in each of the last three years.*
Technical and Professional Ability	**Licence**	*Demonstrate that the Tenderer holds a current, valid Dispatch Operators Licence issued by the National Transport Authority.*
	Staffing	*Must propose a Contract Manager for the operation of the Managed Service with a minimum of 24 months experience in providing or managing the provision of non-emergency transport for healthcare services on a scale equivalent or greater than the scope of the tendered requirement in MUH.* *A CV of the proposed Contract Manager must be provided with the tender submission.*
Experience	**Experience**	*Demonstrate that the Tenderer, or if a consortium or joint venture, that the combined experience of the Economic Operators who are part of the consortium or joint venture meet or exceeds a minimum of 24 months experience in providing or managing the provision of non-emergency transport for healthcare services on a scale equivalent or*

		greater than the scope of the tendered requirement in MUH.
Insurance	**Insurance**	*Confirm compliance with the Insurance level of cover set out in Section 5 of this RFT.*

6.1.3 Please note Tenderers are **not** required to complete and return an ESPD with their tender response. It will be sufficient for Tenderers to self-certify compliance with the requirements of Part III of the ESPD in Part F of the TRD.

6.1.4 If the tender is submitted by a consortium or joint venture, then if any of the exclusion criteria listed at Part III of the ESPD applies to any of the members of the consortium or joint venture or where any of the members of the consortium or joint venture fails to demonstrate its reliability despite the existence of a relevant exclusion ground, then that tender will be excluded from further consideration in this tender process.

6.1.5 Compliance with each of the requirements contained in the ESPD must be effective from the date of the tender submission.

6.2. Award Criteria

6.2.1 Tenders that confirm and/or demonstrate compliance with the Minimum Eligibility Criteria (and are not otherwise excluded) will be evaluated to determine which presents the most economically advantageous tender for the purposes of ranking the tenders received. Tenders will be evaluated using the award criteria and associated weightings outlined below:

Main Criteria	Sub Criteria	Weighting	Marks
Methodology	Establishment	10%	100
	Management	10%	100
	Oversight	10%	100
Resources	Contract Manager	5%	50
	Staffing	10%	100
	Facilities	5%	50
Implementation		5%	50
Customer Service		10%	100
Sustainability		5%	50
Ultimate Cost		30%	300
Total		**100%**	**1000**

SECTION 7: EVALUATION PROCESS

7.1 Tenders will be evaluated in terms of the quality of responses under each Award Criteria and the extent to which they meet and exceed the stated requirements. Based on the assessments of the responses under each criteria, tenders will be awarded a rating score in accordance with the following table:

Rating	Rating Score
Excellent Response	**5**
Very Good Response	**4**
Good Response	**3**
Fair Response	**2**
Poor Response	**1**
No Response	**0**

7.2 The maximum rating score achievable is 5/5 per Award Criteria. The rating score will then be converted into the equivalent mark based on the weighting for that Award Criteria.

7.3 To identify the marks to be awarded for Ultimate Cost, the Rate will be multiplied by twelve (12) to determine the annual cost for each tender response. The annual cost will be used to determine the marks for Ultimate Cost for each tender.

7.4 The evaluation will then compare each tendered annual cost against the lowest tendered annual cost.

7.5 The lowest annual tendered cost shall be awarded the maximum marks available under the cost criteria.

7.6 The marks for Ultimate Cost for each tender shall be calculated using the following formula:

$$\frac{\text{Total Marks for Cost} \times \text{Lowest Tendered Annual Cost}}{\text{Tendered Annual Cost}} = \text{Marks achieved for Ultimate Cost}$$

7.7 The total marks achieved for each Award Criteria will be added to the marks achieved for Ultimate Cost to determine the overall marks awarded for each tender.

7.8 The highest ranked Tenderer will be required to provide evidence of the following before execution of the contract:

- Insurance Certificates
- Evidence of tax compliance

7.9 Tenderers will be required to provide the above evidence, and any other information which may be required, within the timeframe specified by the HSE.

7.10 The HSE does not bind itself to accept the lowest cost tender and will not pay any compensations whatsoever in connection therewith. It reserves the right to reject in whole or in part, any or all tenders received.

7.11 Tender responses will be evaluated in their own right. No recognition will be given to information previously submitted. No unsolicited communications from Tenderers will be entertained during the evaluation period.