

**Request for Tenders 27 April 2018
for the Development of Evidence Matrix for the
Quality and Capacity Building Initiative**

Tender procedure: Open procedure

Tender Deadline 28 May 2018

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Part 1: Introduction

- 1.1 The Department of Children and Youth Affairs (the “Contracting Authority”) invites tenders (“Tenders”) to this Request for Tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).
- 1.2 This public procurement competition relates to the development of a robust Evidence Matrix which will provide policy makers, commissioners, service providers and practitioners with an independent assessment and overview of what evidence based programmes have been shown to positively impact on specific children’s outcomes.

The QCBI will aim to connect and consolidate the learning from a number of innovative initiatives and programmes that have been funded/co-funded by Government that have already been evaluated, or are being evaluated, in the Irish context, including:

- The Prevention and Early Intervention Programme (PEIP) 2007-2013
- The Prevention and Early Intervention Initiative (PEII)
- Area Based Childhood Programme (2013-2017)
- The Prevention Partnership and Family Support Programme (PPFSP) in Tusla, the Child and Family Agency
- The Nurture programme and Parents Support Initiative in the Katherine Howard Foundation
- The Early Intervention Transformation Programme in Northern Ireland.

The QCBI Evidence Matrix is understood as an open access online guide/clearinghouse which will provide details and rated assessment of the costs and standards of evidence of impact of prevention and early intervention evidence based programmes globally and in Ireland under each of the Five National Outcomes for children and young people. The Evidence Matrix will be live until end December 2020.

Beyond the life of the project, the matrix must still be accessible to the Department and other stakeholders. A perpetual licence is desirable, where an existing evidence matrix is adapted to fit the Irish context. At a minimum, the matrix developed during the term of the contract will continue to be open access with clear advice provided on the extent to which the information and assessments are up to date.

The Evidence Matrix will be hosted on the QCBI website. This website will, alongside the Evidence Matrix, give in depth information on the use of data and evidence in designing and delivering services for children, young people and their families, encouraging policymakers, service providers and practitioners to use the information provided in the Evidence Matrix and on the website as a conversation starter as they innovate to improve outcomes for children.

1.3 The successful tenderer will be expected to develop the ‘Evidence Matrix’ or adapt an existing Evidence Matrix to align with the Five National Outcomes. Is it anticipated that adaption of an existing Evidence Matrix would be *subject to licence* from the original assembler of the evidence, with regular updates provided until end December 2020. A perpetual licence with active support and updating available from the successful tenderer throughout the term of the contract is desirable. Tenders offering to adapt an existing matrix, will be expected to outline the licensing options, ensuring the Department and other stakeholders will continue to have access to the matrix and information developed during the term of the contract following completion of the project in December 2020. If third party licences are involved, the tenderer must ensure all appropriate licences are in place in order to provide the service. The Contracting Authority reserves the right to amend Clause 6 of the Contract if required in this respect.

The following is a summary of the key services required from the successful Tenderer. (Tenderers should please note that all capitalised terms are defined in Appendix 1: Requirements and Specifications). The key services are as follows:

- (a) The successful Tenderer will develop a robust assessment methodology which will allow the Contracting Authority to provide an objective cost and evidence rating for each prevention and early intervention evidence based programme. In this regard, the Contracting Authority requires that the successful Tender develops an Evidence Matrix, as set out in Appendix 1.
- (b) Following the development of this assessment methodology and first development of the matrix using existing evaluation information, the successful tenderer will assess up to 5 new evidence-based programmes per year, selected by DCYA following a call for evidence from those programmes being implemented in Ireland.
- (c) Following the development of the Evidence Matrix, the successful tenderer will provide a series of 8 one day workshops at various locations in Ireland (to be determined by the Contracting Authority) between 2019 and 2020 providing attendees with guidance on how to access and use the Evidence Matrix in designing or commissioning services for children, young people or their families aimed at improving the Five National Outcomes.

1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the Open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued up to December 2020 from Monday 25 June 2018 (“the Term”). The Contracting Authority reserves the right

to extend the Term for a period of up to [1 year] with a maximum of [2] such extensions on the same terms and conditions and subject to the Contracting Authority's obligations at law.

1.5 *Not Used*

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed **Services Contract** may amount to some 550,000 (incl. VAT) over the Term. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 Important Notices

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

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

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

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

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

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

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

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.2 Compliant Tenders

2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer;
- waiving a requirement, which in Contracting Authority's view, is non-material or

procedural.

Tenderers are required:

- a. To complete and submit with their Tender the European Single Procurement Document (“ESPD”) attached at Appendix 4 - for Tenderers’ convenience, the form of ESPD at Appendix 4 is also provided with this RFT as a separate document in Word format, which may be downloaded for completion by Tenderers. Alternatively, Tenderers may submit an ESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
- b. To submit all documentation which this RFT requires to be submitted with their Tender;
- c. To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- d. To conform and comply with all instructions and requirements set out in this RFT;
- e. To submit the statement required under paragraph 2.4 below; and
- f. Not to alter or edit this RFT in any way.

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

2.3 Services Contract

2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 6 to this RFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer’s Statement at Appendix 3. Tenderers may not amend the Services Contract.

2.4 Acceptance of RFT Requirements

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer’s Statement, as set out in Appendix 3, printed on the Tenderer’s letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot

read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 Consortia and Prime / Subcontractors

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

2.6 Tender Submission Requirements

2.6.1 Tenders must be submitted via the electronic post-box available 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.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box. In order to submit a document to the electronic post-box, please note that you must click "Submit Response". After submitting you can still modify and re-send your 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.

2.6.2 Tenders must be received not later than 5.00 pm on Monday 28 May 2018 (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this Competition.

2.6.3 Tenders must be submitted in English.

2.6.4 Each Tenderer may be a single organisation, consortium, or sub contract arrangement; however each Tenderer can only be party to one Tender.

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF readers. The Contracting Authority is not responsible for corruption

in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 Queries and Clarifications

- 2.7.1** All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 5.00 pm on Friday, 18 May 2018 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2** All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3** The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4** The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5** Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 Tendering Costs

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

2.9 Confidentiality

- 2.9.1** All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- a. are furnished for the sole purpose of replying to this RFT only;
 - b. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - c. shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

- d. must be returned immediately to the Contracting Authority upon cancellation or completion of this public procurement competition if so requested by the Contracting Authority.

2.10 Pricing

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and inclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for the duration of the contract, up to December 2020 commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 6 to this RFT.
- 2.10.6 Not Used.

2.11 Environmental, Social and Labour Law

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderers their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU of the European Parliament and of the Council on public procurement (the "Directive").
- 2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the

provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 Publicity

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 Registrable Interest

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.gov.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 Anti-Competitive Conduct

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

2.15 Industry Terms Used in this RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 Freedom of Information

2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed.

2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers

consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidentiality or commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Act.

2.17 Tax Clearance

2.17.1 It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.19 Withdrawal from this Competition

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

2.20 Site Visit

2.20.1 *Not Used*

2.21 Insurance

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

following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	12.7m
Public Liability	6.5m
Professional Indemnity	1m

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a Services Contract under this Competition, they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

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

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

Part 3: Selection and Award Criteria

3.1 Compliant Tenders

3.1.1. Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to part 2.2 above; and
- (b) Declared by way of ESPD that no grounds for exclusion of the Tenderer pursuant to Article 57 of the Directive (the “Exclusion Grounds”) apply to them or that, where any such Exclusion Grounds apply, and where the Tenderer is not precluded from doing so under Article 57(6) (final paragraph) of the Directive, it can provide evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of any relevant Exclusion Ground; and
- (c) Declared by way of ESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”);

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

Tenderers should note that where a Tenderer (Prime Contractor) is relying on the capacity of other entities (Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must:

- (i) complete and submit a separate ESPD in respect of each such Subcontractor; and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such Subcontractor will place the necessary resources at the disposal of the Prime Contractor.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Services Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must submit a separate ESPD in respect of such Subcontractor completing those sections of the ESPD which are specified in section D of the ESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of Exclusion Grounds and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of

the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 5;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 Selection Criteria

3.2 Tenderers must pass each of the Selection Criteria in this part 3.2. In the event of one or more of the Selection Criteria achieving a fail, the Tenderer will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

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

Tenderers must provide financial accounts as provided to the company's registration office, for the most recent two years accompanied by a banker's letter or a professional statement from an independent financial advisor. If the

company is in existence for less than three years both a professional statement from an independent financial advisor and a banker's letter is necessary.

AND

Tenderers must provide evidence of the financial capacity to fund the conduct of the Study for at least one sixth (1/6) of the maximum annual cost of their bid, by reference to their internal financial capacity (available cash) or a line of credit (overdraft or loan facility) from a regulated financial institution in the European Union.

(Note: Tenderers relying on the capacity of other entities must, if requested by the Contracting Authority, submit an undertaking, duly evidence, from those entities that they will place the necessary resources at the disposal of the Tenderers.)

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

3.2.B

Technical and Professional Ability

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

All Tenderers must demonstrate that they have the level of experience to provide high quality services of a similar type to those sought herein (in Appendix 1); Tenderers must answer Yes to all of following to pass the selection process to participate in this competition.

- a) Minimum of 4 years' experience at assessing the standard of evidence of impact and implementation costs of programmes in human services.
Yes No

- b) Experience of developing an Evidence Matrix or clearinghouse that accessibly communicates standards of evidence and costs of programmes in human services.

Yes No

c) Technical expertise in the area of the development of an online platform.

Yes No

d) At least four years' experience in engaging with policy makers, commissioners, service providers and practitioners in human services on the use of evidence to inform service design and delivery.

Yes No

e) Evidence of significant skills and experience of key personnel assigned to the project

Yes No

3.3 Award Criteria

3.3.1 The Services Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

Part I Financial Cost Total marks available – 1,000						
Award Criteria	Weighting	Total Marks Available	Sub-marks Available	Minimum Score Required	Award criteria with reference to the relevant requirements as set out in Appendix 1: Requirements and Specifications	
					Paragraph Area	
ULTIMATE COST	20%	1,000		n/a		
<p>The relative cost (C) of each Tender is calculated as follows:</p> <p>$C = \text{-----} \times 1,000$</p> <p>If the lowest price is €200,000, then a tender with a price of €220,000 will be marked as follows: $(200,000 / 220,000) \times 1,000 = 909$</p> <p>The financial offer of the lowest bidder is given a mark of 1,000</p>						

<p align="center">Part II Quality and Technical Merit Total marks available – 4,000</p>						
Award Criteria	Weighting	Total Marks Available	Sub-marks Available	Minimum Score Required	Award criteria with reference to the relevant requirements as set out in Appendix 1: Requirements and Specifications	
Paragraph Area						
QUALITY OF SERVICE OFFERED	50%	2,000		1,200	(4.1 – 4.3)	
a) Quality of proposal for development of Evidence Matrix	50%	1000	375 200 175		(4.1.1) (4.1.2) (4.1.3)	Development of web based Evidence Matrix Assessment process to rate strength of evidence for a programme's impact and its costs.
b) Proposed approach to co-ordination, management and legacy arrangements	50%	1000			(4.3)	Co-ordination and management of the project, including quality assurance
PROPOSED TIMELINE FOR DELIVERY AND STRATEGY TO COMPLETE THE PROJECT WITHIN THE TIMEFRAME	10%	1000		600	(4.2 – 4.4)	
	50%		500	150	(4.2)	Project planning and management proposal and arrangements
	20%		200	60	(4.3)	Governance Arrangements
	30%		300	90	(4.4)	Methodology and approach

TECHNICAL MERIT	20%	1,000		600	(3.5)		
Relevant experience	50%		500		(4.5)	The number of years' experience in developing a similar Evidence Matrix or guidebook in human services	125 marks (weighting score of 25% per year up to a maximum of 4 years)
Technical assistance and customer service available for duration of project	50%		500			Details of the customer service and technical support offered as part of the project plan. Includes licensing options offered by the provider with perpetual licence the preferred option.	
TOTAL MARKS	100%	5,000		2,100			

Tenders will be ranked in decreasing order of their aggregate mark A, using the following formula;

$$A = ((Q \times 0.50) + (D \times 0.10) + (T \times 0.20)) + (C * 0.20)$$

where:

A = aggregate mark

C = relative cost of the financial offer

Q = quality of service offered

D = timeline for delivery

T = technical merit

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

(a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with part 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 5; (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion; (iii) all or any of the supporting documents

specified at part 3.2; and

(b) the evidence specified at 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and that no Exclusion Grounds apply.

3.4 Presentation of Proposals

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

3.5 Standstill Period

3.5.1 In circumstances where Directive 89/665/EEC as amended by Directive 2007/66/EC (the “Remedies Directive”) applies, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (the “Standstill Period”) if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 Return of Signed Contracts

3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 7 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.

3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at clause 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the 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 or will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

APPENDIX 1

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1. INVITATION TO SUBMIT PROPOSALS

The Department of Children and Youth Affairs (hereafter referred to as the Contracting Authority) is seeking proposals from Tenderers to:

Develop the QCBI 'Evidence Matrix' or adapt an existing Evidence Matrix to align with the Five National Outcomes, that provides an independent rating of the standard of evidence of impact and costs of prevention and early intervention programmes for children, young people and their families.

2. GLOSSARY

- *Better outcomes, Brighter Futures*

This is a whole-of-Government policy, setting out how the Government aims to achieve the best for children and young people. It represents the first overarching national children's policy framework comprehending the age ranges spanning children and young people (0-24 years)

- *Evidence Matrix*

The Evidence Matrix is an online tool which will be hosted on the QCBI website and will help stakeholders identify, select, and implement the right evidence-based programmes to address one of the Five National Children's Outcomes (see definition below) identified under the Better Outcomes, Brighter Futures framework. Using an interactive, searchable database, people working to improve the lives of children, young people and their families will find detailed information about the impact, costs and implementation requirements of effective and promising intervention programmes which have been shown to have an impact globally and in Ireland.

- *Five National Outcomes*

These are the transformational goals of the National Policy Framework for children and young people known as Better outcomes, brighter futures, they are:

1. Active and healthy with physical and mental well being
2. Achieving full potential in all areas of learning and development
3. Safe and protected from harm
4. Have economic security and opportunity
5. Connected, respected and contributing to their world.

- *Prevention and Early Intervention*

Prevention involves developing strengths, supports and strategies to prevent a problem from arising. Early Intervention involves anticipating and addressing problems as they arise or escalate

- *Quality Capacity and Building Initiative (QCBI)*

This is a coordinated approach to enhance capacity, knowledge and quality in prevention and early intervention for children, young people and their families. The QCBI will ensure that key groups working with children, young people and families know what works, how it works and will provide an evidence supported approach to apply to this work

3. BACKGROUND

In the past 10 years there has been considerable policy, practice and organisational developments in the range of sectors and settings working with and for children and young people. A common theme in these developments is an increasing focus on early intervention and prevention approaches informed by best available evidence to achieve better outcomes for children and young people. Prevention involves developing strengths, supports and strategies to prevent a problem from arising. Early Intervention involves anticipating and addressing problems as they arise or escalate.

Evidence shows that disadvantage suffered at an early stage tends to multiply as children become older, and that effective prevention and early intervention can halt and reverse poor outcomes amongst children. If Prevention and Early Intervention is based on best available evidence, using the best approaches and delivered by the best placed people, this has significant benefits for children, young people and their families and is also an effective and efficient use of resources.

Better Outcomes, Brighter Futures: The National Policy Framework for Children and Young People 2014 – 2020 is the first overarching national policy framework for children and young people aged 0-24 years. It is a whole-of-government framework directly impacting on children and young people, aged 0-24 years; that is one third of Ireland's population. The framework identifies Prevention and Early Intervention as a key transformational goal for children's services.

The QCBI aims to ensure that what works effectively in prevention and early intervention to support the wellbeing of children, young people and their families is harnessed and applied across the relevant services and supports. The purpose of the QCBI is to take a coordinated approach to enhance capacity, knowledge and quality in prevention and early intervention for children, young people and their families. Policy makers, providers and practitioners need clearer access to a comprehensive overview of the evidence and learning that exists to usefully inform planning, commissioning, delivery and evaluation.

The QCBI is aimed at those working with and for children, young people and their families. This initiative aims to be system-wide along the policy, provision and practice continuum. It will include policy makers, statutory agencies, researchers and academics, voluntary organisations and practitioners who work with children, young people and their families. The QCBI will ensure that key groups working with children, young people and families know what works, how it works and will provide an evidence supported approach to apply to this work.

The QCBI will aim to connect and consolidate the learning from a number of innovative initiatives and programmes that have been funded/co-funded by Government that have already been evaluated, or are being evaluated, in the Irish context, listed in this Appendix.

- The Prevention and Early Intervention Programme (PEIP) 2007-2013
- The Prevention and Early Intervention Initiative (PEII)
- Area Based Childhood Programme (2013-2017)
- The Prevention Partnership and Family Support Programme (PPFSP) in Tusla, the Child and Family Agency
- The Nurture programme and Parents Support Initiative in the Katherine Howard Foundation
- The Early Intervention Transformation Programme in Northern Ireland.

In doing so, QCBI also seeks to support the fulfil those various commitments that Government made in the *National Policy Framework for Children and Young People 2014-2020*:

- a) rebalancing resources to place a greater emphasis on prevention and early intervention
- b) profiling key risk factors for poor outcomes for children and young people,
- c) developing and improving key universal and targeted services such as ante-natal and early childhood development service, parenting supports, early years care, effective primary care services, youth work
- d) up-skilling professionals to identify and intervene early in response to child welfare and mental health issues
- e) Mainstream learning from the Area-Based Childhood programme

In the development of the QCBI, four key objectives were identified as necessary for embedding the use of data and evidence in services for children, young people and their families in order to improve outcomes:

- 1) Enhancing access and use of **data** relating to children, young people and their families by supporting the consolidation of existing initiatives and the development of a central hub for national and local level data.
- 2) Supporting the collection, collation and assessment of **evidence** required to ground and inform interventions and to create a live dynamic two-way learning platform for policy makers,

providers and practitioners.

- 3) Enhancing the **capacity and skills** development of policy makers, providers and practitioners in the appraisal and application of evidence informed approaches through collaborative programmes of coaching, training and development opportunities
- 4) Aligning and enhancing sustaining **quality systems** and standards in prevention and early intervention to mainstream developments and establish benchmarks

The development of a robust Evidence Matrix which will provide policy makers, commissioners, service providers and practitioners with an independent assessment and overview of what evidence based programmes have been shown to positively impact on specific children's outcomes is seen as central to achieving these objectives.

The QCBI Evidence Matrix is understood as an open access online guide/clearinghouse which will provide details and rated assessment of the costs and standards of evidence of impact of prevention and early intervention evidence based programmes globally and in Ireland under each of the Five National Outcomes for children and young people. The Evidence Matrix will be live until end December 2020.

Beyond the life of the project, the matrix must still be accessible to the Department and other stakeholders. A perpetual licence is desirable, where an existing evidence matrix is adapted to fit the Irish context. At a minimum, the matrix developed during the term of the contract will continue to be open access with clear advice provided on the extent to which the information and assessments are up to date.

4. REQUIREMENTS AND SPECIFICATIONS

The Evidence Matrix will be hosted on the QCBI website. This website will, alongside the matrix, give in depth information on the use of data and evidence in designing and delivering services for children, young people and their families, encouraging policymakers, service providers and practitioners to use the information provided in the Evidence Matrix and on the website as a conversation starter as they innovate to improve outcomes for children.

The Evidence Matrix will help stakeholders identify, select, and implement the right evidence-based programmes to address one of the five national children's outcomes identified under the Better Outcomes, Brighter Futures framework:

1. Active and healthy with physical and mental well being
2. Achieving full potential in all areas of learning and development
3. Safe and protected from harm
4. Have economic security and opportunity

5. Connected, respected and contributing to their world

Using an interactive, searchable database, people working to improve the lives of children, young people and their families will find detailed information about the impact, costs and implementation requirements of effective and promising intervention programmes which have been shown to have an impact globally and in Ireland.

4.1 DETAILED SPECIFICATIONS

The successful tenderer will:

4.1.1 Develop the 'Evidence Matrix' or adapt an existing Evidence Matrix to align with the Five National Outcomes. Is it anticipated that adaption of an existing Evidence Matrix would be *subject to licence* from the original assembler of the evidence, with regular updates provided until end December 2020. A perpetual licence with active support and updating available from the successful tenderer throughout the term of the contract is desirable. Tenders offering to adapt an existing matrix, will be expected to outline the licensing options, ensuring the Department and other stakeholders will continue to have access to the matrix and information developed during the term of the contract following completion of the project in December 2020. If third party licences are involved, the tenderer must ensure all appropriate licences are in place in order to provide the service. The Contracting Authority reserves the right to amend Clause 6 of the Contract if required in this respect.

The Evidence Matrix will:

- Be searchable according to one of the Five National Outcomes, name of evidence based programme, rating for standard of evidence available, age range of targeted programme beneficiaries, name of evidence based programme
- Provide details and an assessment of evidence and costs for prevention and early intervention evidence based programmes commonly implemented in children and young people services globally and/or have been implemented in Ireland under the programmes invested in by government as identified in this Appendix.
- Provide the information in an accessible format with an interface that uses icons, plain English and bright colours
- Rate the standard of evidence of impact available on each programme included on the online matrix
- Rate the costs of the evidence based programme
- Provide details of each evidence based programme and how it works
- Provide information on how the programme should be implemented and the resources required to implement it effectively

- Provide details of the most reliable evaluations that have been carried out globally and in Ireland on the programme
- Provide contact details, where available, for licence holders and/or individuals or organisations that have implemented the programme in Ireland or Europe. The Contracting Authority may seek references from licence holders.
- Provide technical guidance on evaluations, analyses, and further suggested reading related to the programme.

4.1.2 Develop a robust assessment methodology which will allow each prevention and early intervention programme included in the matrix be given an objective cost and evidence rating.

The assessment methodology and rating scale developed should:

- Take into account the number and rigour of scientific evaluations that have been carried out to determine the casual impact between a programme and specific outcomes
- Ensure the evidence rating scale developed provides clear objective criteria to determine the evidence rating for a programme during assessment and reflects the number and type of rigorous evaluations that have been carried out demonstrating positive causal impact
- Provide guidance on the extent to which evaluations of each programme assessed have been able to demonstrate a positive, causal impact on specific outcomes for children and young people
- Reflect the duration of the causal impact on specific outcomes for children or young people
- Ensure the cost rating developed reflects the resources required to deliver an evidence-based programme including human, financial and material resources and allows for differentiation between the least resource-intensive programmes and most resource-intensive programmes
- Ensure the cost rating is based on an indicative range of unit costs, on a per-recipient basis

4.1.3 Following the development of this assessment methodology and first development of the matrix using existing evaluation information, the successful tenderer will **assess up to 5 new evidence-based programmes per year in 2019 and 2020**, selected by DCYA following a call for evidence from those programme being implemented in Ireland.

4.1.4 Following the development of the Evidence Matrix, the successful tenderer will provide a series of **8 one day workshops** at various locations in Ireland (to be determined by the Contracting Authority) between 2019 and 2020 providing attendees with guidance on how to access and use the Evidence Matrix in designing or commissioning services for children, young people or their families aimed at improving the Five National Outcomes.

4.2 WORK PLAN

It is expected the development of the Evidence Matrix will commence in June 2018 and be delivered by December 2018. The content of the one day workshops should be developed by end of 2018.

Please outline and describe the proposed project plan, with reference to key tasks, milestones and deliverables, timeframe for delivery and key performance indicators.

4.3 PROJECT MANAGEMENT AND GOVERNANCE ARRANGEMENTS

Considering the complexity of the project and the number of various roles and pertinent tasks, it is important to set out the roles and responsibilities in the submissions including time commitments and skills relevant for the various activities. The tenderer is expected to describe the various human and material resources assigned for the project.

They should also set out reporting arrangement and internal monitoring and evaluation structures established to aid project implementation. The successful tenderer will be expected to clearly identify the name and position of the Project Manager taking overall responsibilities for the delivery of services. In the event of consortium applying for the tender, details should be provided as to the Prime Contractor and how various entities work together to achieve efficient co-ordination and delivery of tasks in a coherent manner.

The successful tenderer will report to the Contracting Authority and attend a project meeting every quarter. An end of year financial report and detailed final project implementation report will have to be submitted at the end of the year.

4.4 METHODOLOGY AND APPROACH

Tenderers must detail the proposed methodology to be employed in the provision of the services and the proposed support structures to be put in place. This should have regard to the requirements and specifications set out in this call for tender.

When describing the methodology, tenderers shall demonstrate how the quality of work will be measured, monitored and maintained. The project plan should also propose an exit strategy and legacy plan for the Evidence Matrix.

4.5 EXPERIENCE AND EXPERTISE

Tender shall include a brief history of the Tenderer and details of the experience and qualification of personnel assigned to the project. If contractor is used for the development of the digital resource, details should be given in respect of it, too.

4.6 COST OF PROPOSED SOLUTIONS

The Contracting Authority is looking for most economically advantageous tender that can deliver maximum value for money. The proposed fee may not exceed €550,000 incl. VAT.

All tenderers must complete Pricing Schedule at Appendix 2 to this RFT.

All prices must be all inclusive, be expressed in Euro only and inclusive of VAT. The VAT rate, where appropriate, should be indicated separately.

Tenderers must confirm that all prices quoted in Tender must remain valid for a period up to December 2020 commencing from Tender Deadline.

Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 6 to this RFT.

4.7 RISK MANAGEMENT

The successful Tenderer shall develop a risk management strategy for the work. The risk management strategy shall include:

- strategic risks,
- operational risks,
- financial risks,
- reputation risks, and
- Legal and regulatory risks.

Please outline and describe potential risks and how risks identified shall be managed/mitigated.

APPENDIX 2: Pricing Schedule

To be inserted under Appendix 2 (Pricing Schedule) of the RFT:

1. COSTS:

1.1 All costs must be included in the tender in the format of Appendix 2 (a). **You will be evaluated on the total cost shown at Appendix 2 (a), Section I ‘Total Cost’ (Column E).**

1.2 As part of the Award Criteria, the marks for Cost will be scored as follows:

The sum of costs for each individual year will be totalled for the duration of the Contract. This cost is to be entered **in the total cost cell at Appendix 2 (a), ‘Total cost’ (Column E)**. This sum is the fixed cost of the Tender up to December 2020. This value will be used in the formula below to determine each Tenderer’s pricing score. The maximum marks awarded here is 1,000.

The relative cost (C) of each Tender is calculated as follows:

C = ----- X 1,000

If the lowest price is €200,000, then a tender with a price of €220,000 will be marked as follows:

(200,000 / 220,000) X 1,000 = 909

The financial offer of the lowest bidder is given a mark of 1,000

1.3 Tenderers are requested, in their calculation of the yearly costs, to take account of any adjustments they might estimate, recognising that they are being requested to quote for a fixed price covering the duration of the Contract.

2. COST TABLE

2.1 Appendix 2 (a) is a Microsoft Excel document, which will be provided separately to this RFT. While this spreadsheet provides a template for the submission of costs, it is the responsibility of the Tenderer to ensure that all costs are included.

Appendix 3: Tenderers' Statement

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

TO: The Department of Children and Youth Affairs

RE: Request for Tenders for the Development of Evidence Matrix for the Quality and Capacity Building Initiative.

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

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 6 to the RFT and the Confidentiality Agreement at Appendix 7 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.

- 6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
- 7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
- 8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: European Single Procurement Document (ESPD)

Part I: Information concerning the procurement procedure and the contracting authority

Reference of the relevant notice ⁽¹⁾ published in the *Official Journal of the European Union*:

OJEU S number [2018/S 083-188285] date [28/04/2018],

Notice number in the OJ S: [2018/S 083-188285]

If there is no call for competition in the OJEU, then the contracting authority or contracting entity must fill in the information allowing the procurement procedure to be unequivocally identified:

In case publication of a notice in the *Official Journal of the European Union* is not required, please give other information allowing the procurement procedure to be unequivocally identified (e.g. reference of a publication at national level):

INFORMATION ABOUT THE PROCUREMENT PROCEDURE

This information must be filled in by the Contracting Authority

Identity of the procurer ⁽²⁾	Answer
Name:	The Department of Children and Youth Affairs
Which procurement is concerned?	Tender for the development of Evidence Matrix for the Quality Capacity Building Initiative
Title or short description of the procurement ⁽³⁾ :	<p>The Department of Children and Youth Affairs invites tenders to this Request for Tenders from economic operators for the provision of the services as described in the RFT.</p> <p>The Department of Children and Youth Affairs are seeking proposals to:</p> <p>Develop the 'Evidence Matrix' or adapt an existing Evidence Matrix to align with the Five National Outcomes. Is it anticipated that adaption of an existing Evidence Matrix would be <i>subject to licence</i> from the original assembler</p>

¹ For contracting authorities: either a prior Information Notice used as a means for calling competition or a Contract Notice

² Information to be copied from Section 1, point I.1, of the relevant notice. In case of joint procurement, please indicate the names of all involved procurers.

³ See points II.1.1 and II.1.3 of the relevant notice

of the evidence until end December 2020.

The QCBI Evidence Matrix is understood as an open access online guide/clearinghouse which will provide details and rated assessment of the costs and standards of evidence of impact of prevention and early intervention evidence based programmes globally and in Ireland under each of the Five National Outcomes for children and young people. The Evidence Matrix will be live until end December 2020 .

Beyond the life of the project, the matrix must still be accessible to the Department and other stakeholders. A perpetual licence is desirable, where an existing evidence matrix is adapted to fit the Irish context. At a minimum, the matrix developed during the term of the contract will continue to be open access with clear advice provided on the extent to which the information and assessments are up to date.

Develop a robust assessment methodology

which will allow each prevention and early intervention programme included in the matrix be given an objective cost and evidence rating.

Assess 5 new evidence-based programmes per year in 2019 and 2020, selected by DCYA following a call for evidence from those programme being implemented in Ireland.

Provide a series of 8 one day workshops across the island of Ireland between 2019 and 2020 providing attendees with guidance on how to access and use the Evidence Matrix in designing or commissioning services for children, young people or their families aimed at improving the Five National Outcomes.

File reference number attributed by the contracting authority or contracting entity (if applicable)⁽⁴⁾:

All other information in all sections of the ESPD to be filled in by the economic operator

Part II: Information concerning the economic operator

A: INFORMATION ABOUT THE ECONOMIC OPERATOR

Identification:	Answer
Name:	Click here and insert details
VAT-number, if applicable : If no VAT-number is applicable, please indicate another national identification number, if required and applicable	Click here and insert details
Postal Address:	Click here and insert details
Contact person or persons ⁽⁵⁾ :	Click here and insert details
Telephone:	Click here and insert details
E-mail:	Click here and insert details
Internet address (web address) (if applicable)	Click here and insert details
General Information:	Answer:
Is the economic operator a Micro, a Small or a Medium-Sized Enterprise ⁽⁶⁾ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Only in case the procurement is reserved ⁽⁷⁾: is the economic operator a sheltered workshop, a 'social business' ⁽⁸⁾ or will it provide for the performance of the contract in the context of sheltered employment programmes?	

⁴ See point II.1.1 of the relevant notice

⁵ Please repeat the information concerning contact persons as many times as needed.

⁶ Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises, (OJ L 124, 20.5.2003, p36)
This information is required for statistical purposes only

Micro enterprises: enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million.

Small enterprises: an enterprise which employs fewer than 50 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR10 million

Medium enterprises: enterprises which are neither micro nor small and which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50million, and/or an annual balance sheet total not exceeding EUR 43 million.

⁷ See contract notice point III.1.5

⁸ i.e. its main aim is the social and professional integration of disabled or disadvantaged persons.

	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>If yes,</p> <p>What is the corresponding percentage of disabled or disadvantaged workers?</p> <p>If required, please specify which category or categories of disabled or disadvantaged workers the employees concerned belong to?</p>	Click here and insert details
<p>If applicable, is the economic operator registered on an official list of approved economic operators or does it have an equivalent certificate (e.g. under a national (pre)qualification system)?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/>
<p>If yes: Please answer the remaining parts of this Section, Section B and, where relevant, C of this part, complete Part V, where applicable, and, in any case, fill in and sign Part VI.</p>	
<p>(a) Please provide the name of the list or certification and the relevant registration or certification number, if applicable:</p>	Click here and insert details
<p>(b) If the certificate of registration or certification is available electronically, please state:</p>	(web address, issuing authority or body, precise reference of the documentation)
<p>(c) Please state the references on which the registration or certification is based, and, where applicable, the classification obtained in the official list⁹:</p>	Click here and insert details
<p>(d) Does the registration or certification cover all of the required selection criteria?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>If no:</p> <p>(e) In addition, please complete the missing information in Part IV</p> <p>Will the economic operator be able to provide a certificate with regard to the payment of social security contributions and taxes or provide information enabling the contacting authority or contracting entity to obtain it directly by accessing a national database in any Member State that is available free of charge?</p>	Click here and insert details

⁹ The references and the classification, if any, are set out on the certification.

If the relevant documentation is available electronically, please indicate:	(web address, issuing authority or body, precise reference of the documentation)
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Form of Participation:	Answer:
Is the economic operator participating in the procurement procedure together with others ⁽¹⁰⁾ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please ensure that the others concerned provide a separate ESPD form.	
If yes:	
(a) Please indicate the role of the economic operator in the group (leader, responsible for specific tasks.):	Click here and insert details
(b) Please identify the other economic operators participating in the procurement procedure together:	Click here and insert details
(c) Where applicable, name of the participating group:	Click here and insert details
Lots:	Answer:
Where applicable, indication of the lot(s) for which the economic operator wishes to tender:	Click here and insert details

B: INFORMATION ABOUT REPRESENTATIVES OF THE ECONOMIC OPERATOR

Where applicable, please indicate the name(s) and address(es) of the person(s) empowered to represent the economic operator for the purposes of this procurement procedure:

Representation, if any:	Answer:
Full Name:	
Accompanied by the date and place of birth, if required	Click here and insert details
Position/Acting in the capacity of:	Click here and insert details
Postal Address:	Click here and insert details
Telephone:	Click here and insert details
E-mail:	Click here and insert details
If needed, please provide detailed information on the representation (its forms, extent, purpose...):	Click here and insert details

C: INFORMATION ABOUT RELIANCE ON THE CAPACITIES OF OTHER ENTITIES

¹⁰ Notably as part of a group, consortium, joint venture or similar.

Reliance:	Answer:
Does the economic operator rely on the capacities of other entities in order to meet the selection criteria for this Competition as set out in part 3.2 of the RFT and the criteria and rules (if any) set out under Part V below?	Yes <input type="checkbox"/> No <input type="checkbox"/>

If yes, please provide a separate ESPD form setting out the information required under **Sections A and B of this Part and Part III for each** of the entities concerned, duly filled in and signed by the entities concerned.

Please note that this should also include any technicians or technical bodies, not belonging directly to the economic operator's undertaking, especially those responsible for quality control and, in the case of public works contracts, the technicians or technical bodies upon whom the economic operator can call in order to carry out the work.

Insofar as it is relevant for the specific capacity or capacities on which the economic operator relies, please include the information under Part IV for each of the entities concerned ⁽¹¹⁾.

D. INFORMATION CONCERNING SUBCONTRACTORS ON WHOSE CAPACITY THE ECONOMIC OPERATOR DOES NOT RELY

Subcontracting:	Answer:
Does the economic operator intend to subcontract any share of the contract to third parties?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes and in so far as known , please list the proposed subcontractors Click here and insert details

Please provide the information required under Section A and B of this part *[Delete if not applicable: and Part III]* for each of the subcontractors concerned.

Part III: Exclusion grounds

A: GROUNDS RELATING TO CRIMINAL CONVICTIONS

Article 57 (1) of Directive 2014/24/EU sets out the following reasons for exclusions:

1. *Participation in a criminal organisation ⁽¹²⁾;*

¹¹ E.g. for technical bodies involved in quality control: Part IV, Section C, point 3.

¹² As defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).

2. *Corruption* ⁽¹³⁾;
3. *Fraud*⁽¹⁴⁾;
4. *Terrorist offences or offences linked to terrorist activities* ⁽¹⁵⁾;
5. *Money laundering or terrorist financing* ⁽¹⁶⁾;
6. *Child labour and other forms of trafficking in human beings* ⁽¹⁷⁾.

Grounds relating to criminal convictions under national provisions implementing the grounds set out in Article 57(1) of the Directive:	Answer:
Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction for one of the reasons listed above, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation)⁽¹⁸⁾:</p>
If yes , please indicate ⁽¹⁹⁾ :	
(a) Date of conviction, specify which of points 1 to 6 is concerned and the reason(s) for the conviction,	date, point(s), reason(s)
(a) Identify who has been convicted:	Click here and insert details
(b) Insofar as established directly in the conviction:	<p>Click here and insert length of the period of exclusion and the point(s) concerned</p> <p>If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation)⁽²⁰⁾:</p>

¹³ As defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, OJ C 195, 25.6.1997, p. 1, and in Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54). This exclusion ground also includes corruption as defined in the national law of the contracting authority (contracting entity) or the economic operator.

¹⁴ Within the meaning of Article 1 of the Convention of the protection of the European Communities' financial interests (OJ C 316, 27.11. 1995, p. 48).

¹⁵ As defined in Articles 1 and 3 of Council Framework Decision of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p.3). this exclusion ground also includes inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 3 of that Framework Decision.

¹⁶ As defined in Article 1 of the Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).

¹⁷ As defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15. 4.2011 p. 1).

¹⁸ Please repeat as many times as needed.

¹⁹ Please repeat as many times as needed.

²⁰ Please repeat as many times as needed.

In case of convictions, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion ⁽²¹⁾ ('Self Cleaning')	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes , please describe the measures taken ⁽²²⁾	Click here and insert details

B: GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS

Payments of taxes or social security contributions:	Answer:	
Has the economic operator met all its obligations relating to the payment of taxes or social security contributions , both in the country in which it is established and in the Member State of the contracting authority if other than the country of establishment?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	Click here and insert details (web address, issuing authority or body, precise reference of the documentation) ⁽²³⁾ :	
If not , please indicate:	Taxes:	Social Contributions:
(a) Country or Member State concerned	Click here and insert details	Click here and insert details
(b) What is the amount concerned?	Click here and insert details	Click here and insert details
(c) How has this breach of obligations been established:	Click here and insert details	Click here and insert details
(1) Through a judicial or administrative decision		
• Is this decision final and binding?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
• Please indicate the date of conviction or decision.		
• In case of a conviction, insofar as established directly therein , the length of the period of exclusion:	Click here and insert details	Click here and insert details
(2) By other means? Please specify:	If Yes, click here and insert details	If Yes, click here and insert details

²¹ In accordance with national provisions implementing Article 57(6) of Directive 2014/24/EU.

²² Taking into account the character of the crimes committed (punctual, repeated, systematic....) the explanation should show the adequacy of the measures to taken.

²³ Please repeat as many times as needed

(d) Has the economic operator fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	Click here and insert details (web address, issuing authority or body, precise reference of the documentation) ⁽²⁴⁾ :	

C: GROUNDS RELATING TO INSOLVENCY, CONFLICTS OF INTEREST OR PROFESSIONAL MISCONDUCT
(²⁵)

Please note that, for the purpose of this procurement, some of the following exclusion grounds may have been defined more precisely, in national law, in the relevant notice or the procurement documents. Thus, national law may for instance provide that the notion of ‘grave’ professional misconduct’ may cover several different forms of conduct.

Information concerning possible insolvency, conflict of interest or professional misconduct	Answer:
Has the economic operator, to its knowledge, breached its obligations in the fields of environmental, social and labour law (²⁶)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If yes , has the economic operator taken measures to demonstrate its reliability despite the existence of these grounds for exclusion (‘Self Cleaning’)? Yes <input type="checkbox"/> No <input type="checkbox"/> If it has, please describe the measures taken: Click here and insert details
Is the economic operator in any of the following situations:	
(a) Bankrupt, or (b) The subject of insolvency or winding-up proceedings, or (c) In an arrangement with creditors, or (d) In any analogous situation arising from a similar procedure under national laws	Yes <input type="checkbox"/> No <input type="checkbox"/>

²⁴ Please repeat as many times as needed

²⁵ See Article 57(4) of Directive 2014/24/EU

²⁶ As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

and regulations ⁽²⁷⁾ , or (e) That its assets are being administered by a liquidator or by the court, or (f) That its business activities are suspended?	
If yes: Please provide details:	Click here and insert details
Please provide the reasons for being able nevertheless to perform the contract, taking into account the applicable national rules and measures on the continuation of business in those circumstances ⁽²⁸⁾	Click here and insert details
If the relevant documentation is available electronically, please indicate:	Click here and insert details (web address, issuing authority or body, precise reference of the documentation):
Is the economic operator guilty of grave professional misconduct ⁽²⁹⁾? If yes, please provide details	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Click here and insert details
	If yes has the economic operator taken self-cleaning measures? Yes <input type="checkbox"/> No <input type="checkbox"/>
	If it has, please describe the measures taken: Click here and insert details
Has the economic operator entered into agreements with other economic operators aimed at distorting competition? If yes, please provide details:	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Click here and insert details
	If yes has the economic operator taken self-cleaning measures? Yes <input type="checkbox"/> No <input type="checkbox"/>
	If it has, please describe the measures taken: Click here and insert details
Is the economic operator aware of any conflict of interest ⁽³⁰⁾ due to its participation in the	Yes <input type="checkbox"/> No <input type="checkbox"/>

²⁷ See national law, the relevant notice or the procurement documents

²⁸ This information need not be given if exclusion of economic operators in one of the cases listed under letter a to f has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

²⁹ Where applicable, see definitions in national law, the relevant notice or the procurement documents.

procurement procedure?	
If yes, please provide details	Click here and insert details
Has the economic operator or an undertaking related to it advised the contracting authority or contracting entity or otherwise been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide details	Click here and insert details
Has the economic operator experienced that a prior public contract or a prior concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with that prior contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide details:	Click here and insert details
	If yes has the economic operator taken self-cleaning measures? Yes <input type="checkbox"/> No <input type="checkbox"/>
	If it has, please describe the measures taken: Click here and insert details
Can the economic operator confirm that: (a) It has not been guilty of serious misinterpretation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, (b) It has not withheld such information, (c) It has been able, without delay, to submit the supporting documents required by a contracting authority or contracting entity, and (d) It has not undertaken to unduly influence the decision making process of the contracting authority or contracting entity, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?	Yes <input type="checkbox"/> No <input type="checkbox"/>

³⁰ As indicated in national law, the relevant notice or the procurement documents.

Part IV: Selection Criteria

Concerning the selection criteria (Section α of this part), the economic operator declares that:

α : GLOBAL INDICATION FOR ALL SELECTION CRITERIA

Meeting all required selection criteria	Answer
It satisfies the required selection criteria for this Competition as set out in part 3.2 of the RFT:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Part V: Reduction of the number of qualified candidates

Not applicable

Part VI: Concluding statements

The undersigned formally declare that the information stated under Parts II – III above is accurate and that it has been set out in full awareness of the consequences of serious misrepresentation.

The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

- (a) The contracting authority has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge³¹, or
- (b) As of 18 October 2018 at the latest (³²), the contracting authority or contracting entity already possesses the documentation concerned.

The undersigned formally consent to **[identify the contracting authority as set out in Part 1, Section A]**, gaining access to documents supporting the information, which has been provided in **[identify the Part/Section/Point(s) concerned]** of this European Single Procurement Document for the purposes of **[identify the procurement procedure: (summary description, reference of publication in the Official Journal of the European Union, reference number)]**.

Date, place and signature(s):

Signed: (Authorised Signatory)	
Block Capitals:	Click here and insert name
Position:	Click here and insert details
Company:	Click here and insert details
Registered Office:	Click here and insert address
	Click here and insert address
Date:	Click here and insert date

³¹ On condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to do so. Where required, this must be accompanied by the relevant consent to such access.

³² Depending on the national implementation of the second subparagraph of Article 59(5) of Directive 2014/24/EU

Appendix 5: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the development of Evidence Matrix for the Quality and Capacity Building Initiative

NAME: _____

ADDRESS: _____

I, _____, *[insert name of Declarant]* having been duly authorised by _____ *[insert name of entity]*, sincerely declare that _____ *[insert name of entity]* itself or any person who has is a member of the administrative, management or supervisory body of _____ *[insert name of entity]* or has powers of representation, decision or control in _____ *[insert name of entity]*:

- (a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
- (b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or _____ *[insert name of entity]*.
- (c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
- (d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
- (e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
- (f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
- (g) Is not in breach of its obligations relating to the payment of taxes or social security contributions.

- (h) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU.
- (i) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- (j) Is not guilty of grave professional misconduct.
- (k) Has not entered into agreements with other economic operators aimed at distorting competition.
- (l) Is not aware of any conflict of interest due to its participation in the Competition.
- (m) Has not had any prior involvement in the preparation of the Competition.
- (n) Is not guilty of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
- (o) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Article 59 of Directive 2014/24/EU.
- (p) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

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

Signature of Declarant

Name of Declarant in print or block capitals

Declared before me by _____ who is personally known to me

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

at _____ this _____ day of _____ 20__

**(signed)
Practising Solicitor/Commissioner for Oaths**

Appendix 6: Services Contract

The Department of Children and Youth Affairs

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the Development of Evidence Matrix
for the Quality and Capacity Building Initiative

THIS AGREEMENT is made on the [date e.g. 2nd] day of [month] 20[year] BETWEEN:

The Department of Children & Youth Affairs, of [address] (“the Client”);

and

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

(each a “Party” and together “the Parties”).

WHEREAS:

- A. By Request for Tender entitled “Insert title of RFT” advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number _____ of _____ dated insert date of RFT (“the RFT”) the Contracting Authority invited tenders from economic operators (“Tenderers”) for the provision of the services described in Appendix 1 to the RFT (the “Services”). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of Tender] (“the Submission”). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to D attached hereto;
 - ii. The RFT; and
 - iii. The Submission.
2. The Contractor agrees to provide the Services described in Schedule B (“the Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission (“the Specification”).
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are inclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client’s Contact is [name of contact person] of [address of contact person]; the Contractor’s Contact is [Contractor contact name] of [Contractor contact address.]

5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on 31 December 2020, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).

Delete if not applicable:

The Client reserves the right to extend the Term for a period or periods of up to 1 year with a maximum of 2 such extensions permitted subject to its obligations at law.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

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

Schedule A: Terms and Conditions

1. Contractor's Obligations

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU. The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to

clause 1B(4) above, to the extent that it or they are retained by the Contractor.

- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Article 57 of EU Directive 2014/24/EU apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.
- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement (“OGP”) and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the “TUPE Regulations”) and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Client under the TUPE

Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the TUPE Regulations may be deemed to apply in connection with this Agreement.

2. Key Personnel

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission (“Key Personnel”), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise (“Replacement Personnel”). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3. Payment

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 3. Invoices being submitted to the Client’s Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client’s Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the

invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. Warranties, Representations and Undertakings

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
6. the status of the Contractor, as declared in the “Declaration as to Personal Circumstances of Tenderer” dated [insert date] , which confirms that none of the excluding circumstances listed in Article 57 of EU Directive 2014/24/EU apply to the Contractor, remains unchanged;
7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
8. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.8; and
9. *Delete and replace with “Not Used” if not applicable:*
it has inspected the Client’s premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement.
10. the Client shall be under no obligation to purchase any minimum number or value of Services.

B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the

Client with regard thereto which may include termination of this Agreement.

5. Remedies

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E. *Delete and replace with "Not Used" if not applicable:*

Save in respect of:

(i) fraud (including fraudulent misrepresentation),

(ii) personal injury or death

(iii) any breach of clause 6 (confidentiality)

(for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 150% per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

F. Not used.

G. *Delete and replace with "Not Used" if not applicable:*

Not Used. .

H. *Delete and replace with "Not Used" if not applicable:*

1. Not Used. .

6. Intellectual Property

A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, databases and database rights, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.

- C. All IPR title and interest in all reports, databases, data manuals and/or other materials ((software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively “the Materials”) (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely free from encumbrances.
- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client’s Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents, approvals, permits and/or licences for any software, instrument, modality or methodology contained in or necessary for the Client to enjoy the benefit of the Services are obtained and maintained for the duration of the Term. (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services [and for its Business Purposes]). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any liability loss damages claims costs or expenses which arise by reason of any infringement or alleged infringement of third party Intellectual Property Rights as a result of the Client’s use or receipt of the Services provided for the purposes of this Agreement.

At the option of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

- (i) procure the necessary rights for the Client to continue use;
- (ii) replace the relevant deliverable with a non-infringing equivalent;
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
- (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all direct losses thereby accruing to the Client as a result of the breach.

H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. Confidentiality

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
- 1. its professional advisers subject to the provisions of this clause 8; or
 - 2. as may be required by law; or
 - 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
 - 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 7 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 7 will not apply to any Confidential Information:

- 1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
- 2. which is or becomes public knowledge other than by breach of this clause; or

3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.
- D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any Freedom of Information request received.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. Force Majeure

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for 3 calendar days either Party may terminate at 14 calendar days notice.

D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. Termination

A. Subject to the provisions of sub-clause 9B, this Agreement may be terminated by the Client, without liability for compensation or damages, by serving 90 calendar days [insert period of time months] written notice to the Contractor. Subject to the provisions of sub-clause 9B, this Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving 180 calendar days written notice to the Client.

B. Either Party shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;

and/or

2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result

of debt, or an event having an equivalent effect.

- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Article 57 of EU Directive 2014/24/EU apply to the Contractor.
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E. On completion or termination of this Agreement, howsoever arising, the Contractor shall immediately return all Confidential Information, records, papers, materials, media and other property of the Client which is in its possession.
- F. If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.
- G. The Contractor shall, within thirty (30) days of commencing the provisions of the Services, submit to the client for approval, not to be unreasonably withheld or delayed, an exit management plan detailing the steps to be taken by the Contractor upon the expiration or early termination of the Term to ensure the orderly handover of the Services to the Client or to any replacement service provider (or both).

The Client may, at any time before termination of this Agreement, for any reason request the Contractor to provide transition services ("Transition Services") or otherwise to offer reasonable assistance in transitioning the Services to a replacement contractor. The Contractor shall provide such Transition Services for a maximum of 3 (three) months, or until termination of this Agreement, whichever is the later

10. Contract Management

- A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

- B.** The Contractor agrees to:
1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
 2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
 3. comply with all reasonable directions of the Client; and
 4. comply with the service levels and performance indicators set out in Schedule D.
- C.** The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. Disputes

- A.** In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B.** The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority respectively.
- C.** If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D.** If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.
- E.** Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator

within ten (10) Business Days of his/her appointment.

- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. Governing Law, Choice of Jurisdiction and Execution

- A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. Notices

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. All notices shall be deemed to have been served as follows:
 - 1. if personally delivered, at the time of delivery;
 - 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 - 3. if communicated by email, on the next calendar day following transmission.

14. Assignment and Subcontract

Subject to a Party's obligations at law, any assignment to a third party, subcontract or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.

15. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. Severability

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

17. Waiver

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

18. Non-exclusivity

Nothing in this Agreement shall preclude the Client from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

19. Media

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

20. Conflicts, Registrable Interests and Corrupt Gifts

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to advise the Client forthwith should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and to comply with the Client's directions in respect thereof, to the satisfaction of the Client. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available

on request.

- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Prevention of Corruption Acts, 1889 to 2005 shall entitle the Client to terminate this Agreement forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. Access to Premises

- A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

22. Equipment

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.

- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
- i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. Non Solicitation

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

24. Change Control Procedure

- A. At any time during the term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be

updated and revised as appropriate and in writing.

- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25

DATA PROTECTION AND SECURITY

- A. In this Agreement the following terms shall have the meanings respectively ascribed to them:

"Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

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

"Data Subject" has the meaning given under the Data Protection Laws;

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

“Personal Data” has the meaning given under Data Protection Laws;

“Processing” has the meaning given under the Data Protection Laws;

- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-
 - (1) process that Personal Data only on the written instructions of the Client;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following

conditions are fulfilled;

- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement

unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

- I. The Contractor shall permit the Client, the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland, and/or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
 - (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor

confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 26 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

Schedule B: Services: The Specification

[Insert when completing contract] This schedule will include the requirements and specifications from the RFT as reflected in the submission and accepted by the client, including any operational policies, guidelines and protocols.

Schedule C: Charges

The format and frequency of invoicing and reporting documentation will be finalised at contracting stage.

Schedule D: Service Levels

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

Appendix 7: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20[year] BETWEEN:

The Department of Children and Youth Affairs, 43-49 Mespil Road, Dublin 4 (hereinafter “the Contracting Authority”) of the one part;
and

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

WHEREAS

A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the services described in Appendix 1 to the RFT (the “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [Insert Date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”) certain confidential information (the “Confidential Information”) as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to him by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the provision of services under the Contract and all and any information supplied or made available to the Contractor (to include agents, Subcontractors, customers and suppliers) for the purposes of the Contract (s); and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

- 3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 3.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except
 - i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
 - ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority, and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

4. The obligations in this Agreement will not apply to any Confidential Information:

- i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Contractor without access to or use of the Confidential Information; or
- iv is lawfully received from a third party (with full right to disclose).

5. The Contractor undertakes:

- 5.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);
- 5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;
- 5.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority, all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the

Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not; and

- 5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
 - i Data Protection Acts, 1988 and 2003; and
 - ii All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.
6. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Contracting Authority and the Contractor so acknowledges and confirms.
7. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
8. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
9. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

SIGNED for and on behalf of the Contracting Authority

(being a duly authorised officer)

Witness

SIGNED for and on behalf of the Contractor

Witness