



REQUEST FOR TENDER

CONTRACT

Title:	GIS Technical Architecture Services
Contracting Authority:	The Environmental Protection Agency
Procedure:	Open
eTenders/OJEU ref:	234676
Issue Date:	09 th March 2023
Closing Date for Queries:	27 th March 2023 @ 4pm
Closing Date for Tender Submission:	3rd April 2023 @ 4pm
Submissions and Queries via:	eTenders only

The EPA will publish a number of documents as part of this procurement process, details of these documents are provided below. Applicants are recommended to read the documents thoroughly.

Relevant Documents included in this Procurement Process				
Completed Request for Tender	Yes	✓	No	
Tender Response Document	Yes	✓	No	
Terms & Conditions for Services/Goods	Yes	✓	No	
Standard Contractual Clauses (where contract may be awarded outside of the EU – Incl. the UK and personal data is an element of the Contract).	Yes	✓	No	

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Disclaimer

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

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

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

Note

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

The Environmental Protection Agency (EPA) have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Environmental Protection Agency

The Environmental Protection Agency (EPA) is at the front line of environmental protection and policing. We ensure that Ireland's environment is protected, and we monitor changes in environmental trends to detect early warning signs of neglect or deterioration.

Protecting our environment is a huge responsibility, and we work with a number of organisations that carry out specific environmental functions. As of August 2014, we are also responsible for ensuring that the people of Ireland are protected from the harmful effects of radiation.

The EPA is an independent public body established under the Environmental Protection Agency Act, 1992. The other main instruments from which we derive our mandate are the Waste Management Act, 1996, and the Protection of the Environment Act, 2003 and Radiological Protection (Miscellaneous Provisions) Act 2014.

We have a wide range of functions to protect the environment, and our primary responsibilities include:

- Environmental licensing
- Enforcement of environmental law
- Environmental planning, education and guidance
- Monitoring, analysing and reporting on the environment
- Regulating Ireland's greenhouse gas emissions
- Environmental research development
- Strategic environmental assessment
- Waste management
- Radiological protection

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

1.2 Management and Structure

There is also an Office of the Director General (ODG) which is a small unit supporting the Director General.

The EPA is assisted by an Advisory Committee who meet several times a year to discuss issues of concern and offer advice to the Board. The EPA Board is also advised by several other key external committees and groups.

The EPA is a multi-disciplinary and multi-functional organisation currently employing approximately 400 staff who perform both administrative and technical field based functions. An organisational structure is available on the EPA website. The EPA managed work locations, spread regionally over eight locations, outlined below include both office & laboratory environments. Off-site operations include inspection and/or monitoring of a broad range of sites and facilities, for example, water bodies, landfill sites, industrial sites, medical facilities,

drinking water and wastewater facilities, waste treatment plants, intensive agriculture, and off shore activities. Laboratory and sampling activities include chemical, biological and radiological.

1.3 Geographical Distribution

EPA staff are based in Headquarters in Wexford and a number of Regional Offices located as follows:

- EPA Headquarters: Johnstown Castle Estate, Co. Wexford
- Regional Inspectorate Dublin: McCumiskey House, Richview, Clonskeagh Road, Dublin 14 & Clonskeagh Square, Dublin 14.
- Regional Inspectorate Cork: Inniscarra, Co. Cork
- Regional Inspectorate Castlebar: John Moore Road, Castlebar, Co. Mayo
- Regional Inspectorate Monaghan: The Glen, Monaghan
- Regional Inspectorate Kilkenny, Seville Lodge, Callan Road, Kilkenny

The EPA also has small sub-offices in Limerick and Athlone.

1.4 Small and Medium Enterprise participation

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

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

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

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

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 OVERVIEW OF PROCESS

2.1 Title of Contract

The Contracting Authority proposes to engage in a competitive process for the award of a one year contract for GIS Technical Architecture Services as specified hereunder.

2.2 High Level Overview of the Contract

The contract will be for the provision of GIS Technical Architecture services within the EPA. The EPA creates, prepares, manages, and owns a vast amount of spatial environmental data in support of its environmental and regulatory objectives. The EPA expects that provision of these services will be by way of the provision of a single resource, who will work with existing ICT teams within the EPA on a variety of tasks including but not limited to:

- Maintenance and support of existing GIS applications
- Architecting and delivering new GIS applications to meet EPA business requirements
- GIS Technology upgrades
- Preparation, maintenance and management of the EPA's spatial data
- Preparation of maps for use in EPA publications.

Further information is contained in Section 3 Specification of Requirements.

2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Clarification/verification meetings (if anticipated)	April 2023
Award decision	April 2023
Contract Commencement	May 2023

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.

2.4 Duration of the Contract

The contract will be for a period of one year.

The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs.

2.5 Estimated Value for the Contract

It is envisaged that maximum spend under this contract will not exceed 140k excluding VAT.

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

2.6 Compliance with the Terms and Conditions of the Contract

Award of contract will be conditional upon acceptance of the Contracting Authority's Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (Section 6) of this document.

2.7 Award to Runner Up

If, following the award of a contract, the successful tenderer cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3 SPECIFICATION OF REQUIREMENTS

3.1 Detailed Specification of Requirements

The contract is for the provision of GIS Technical and GIS Architecture Services to the EPA.

The purpose of this RFT is to resource the EPA ICT GIS Team with specialist GIS Technical architecture skills to delivery the GIS Work Programme. The ICT GIS Team in the EPA are responsible for the delivery and maintenance of GIS Applications and Spatial data. An agile \scrum framework is used for the delivery of GIS projects.

The EPA is heavily reliant on GIS technologies, using them to communicate important environmental data and information to both internal and external stakeholders. This is a tender for a temporary GIS Specialist/co-ordinator service for a one year contract (220 days) to have oversight of the EPA GIS capability required and coordinate operational work and new ICT projects with a GIS dependency. There are many existing applications in the EPA ranging from specific environmental applications to corporate applications. Data is a key asset to the EPA and the integrity of the data is critical, to enable evidence-based decision making.

The ICT Structure in the EPA is split into three main functions; Enterprise Architecture, Programme Delivery and ICT Operations. There are four sub teams in the EPA ICT Delivery team; Development, Data, GIS and Test. The GIS Team is currently made up of a GIS Technical Lead staff member and 2.6 contract GIS Technician resources.

The following are the general and specific requirements of proposed candidates.

General Requirements

Skills required for delivering data integration services include the following:

- Excellent verbal and written communication skills including to business users.
- Excellent organisational skills which are required to fulfil the role.
- Ability to work on own initiative.
- Scrum / agile process understanding.
- Organise work priorities and manage time effectively.
- Work in a team with in-house EPA staff and ICT contractors.

An understanding of current EPA ICT technologies (See Appendix 1 for additional information on EPA ICT Technologies).

Specific Requirements

The GIS Technical Architect role will oversee that spatial data standards; contribute towards the technical design of GIS applications; coordinate the delivery of GIS projects; provide GIS training and support; keep up to date on GIS technology trends and co-ordinate software upgrades and assist with the management of the GIS Team.

Spatial Data Management and Administration

- Implement agreed data standards, data definitions, data schemas and data models.
- Implement data quality assessment and assurance procedures with regard to data updates and maintenance.
- Co-ordinate data updates and inclusion of new datasets into the EPA's spatial databases.
- Metadata management including its creation, validation, and publication in line with Open Data and INSPIRE standards.
- Data remediation, migration, and EU reporting activities.
- Preparation of data for use in EPA reports, publications, and environmental assessments.
- Extraction of update of data in existing systems via SQL scripts and ArcGIS Desktop.

Spatial Systems Management

- Creation and maintenance of GIS desktop solutions, web map services and GeoPortal data services
- Maintenance of internal and external webGIS applications.
- Support developers in the design and release of new webGIS applications.
- Maintenance of GIS software and infrastructure.
- Co-ordinate the release of new data to ensure all applications are up to date.

Technical Architecture

- Design of the technical architecture of GIS systems.
- Advise on GIS systems, infrastructure, and environment design.
- Assist in the evaluation and assessment of new GIS technologies.
- Ensure GIS technologies are kept up to date and coordinate and assist with technology upgrades.
- Continuity planning, including planning and supervision of system migration scenarios.
- Provide technical support and technical quality control throughout all stages of projects.

Support, Documentation & Training

- Provide user support and resolution of all types of GIS queries in partnership with ICT.
- Create and maintain documentation on the support and maintenance procedures of data, databases, applications, and services.
- Provide internal and external stakeholders with access to GIS applications and software.
- Create and maintain support documentation to help promote the use of GIS services.
- Communicate changes, disruptions, and updates to GIS users.
- Develop and delivery GIS training programmes for EPA staff.
- Provide 3rd line support for data requests, data update requests, map requests and general queries for both internal and external users.

3.2 Monitoring of the Contract

A contact point will be appointed at the start of the contract to monitor progress, guide the different phases of the work and to comment on the quality of the work and timeliness of the deliverables. The successful tender organisation will be required to attend meetings and liaise

with the contact point / steering committee on a regular basis, including review meetings three times a year.

3.3 Account Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority
- Provide regular reports on performance as agreed with the Contracting Authority
- Meet as and when required to review and examine performance
- Deal with disputes, complaints or concerns that cannot be adequately resolved
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the EPA will not pay separately for account management activities). The EPA will nominate authorised staff to liaise with the successful tenderer and delegate as required.

4 ELIGIBILITY CRITERIA

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

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with Section 4.3 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the standing of other Entities

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

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

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

4.3 General Declarations and Financial Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information	
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Declaration	
Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document.	
Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.	
Financial and Economic Standing	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Turnover and Financial Standing	<p>(a) Confirmation that the tendering party turnover exceeded €200,000 during one/each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.</p> <p>(b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.</p>

	Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place:
Insurance Type	Required Level
Employer’s Liability	€13 million
Public Liability	€6.5 million

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

4.4 Technical Capacity Requirements

Personnel and Skills	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
Skillset Required	Minimum Number
GIS Technical Architecture Services	2
Technical Equipment and Resources	
Tenderers must provide information which demonstrates access to the required level of technical resources as indicated below and outlined in the TRD.	
Technical Skills Required	Minimum Requirement
<ul style="list-style-type: none"> • Spatial Data Management and Administration • Spatial Systems Management • GIS Technical Architecture • Support, Documentation & Training 	The resource must have ; - a degree in Computer Science / GIS in a software related discipline or equivalent - at least 3 years experience in the role
Previous Experience	
Tenderers must provide information clearly demonstrating successful delivery of 3 previous comparable experience, involving the following features:	
<ul style="list-style-type: none"> • Architecting GIS Applications • Developing, maintaining and supporting GIS Applications • Spatial Data Management 	
Health & Safety Management System	
Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work	

legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.

5 AWARD CRITERIA

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

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

Criterion A	Weighting	Maximum Marks	Minimum Marks
	30%	3000	n/a
Cost	Maximum daily rate		
	Tenderers must complete the Tender Response document indicating details of the cost and return this with their tender submission.		
Criterion B	Weighting	Maximum Marks	Minimum Marks
	30%	3,000	60% 1,800
Quality of the service (Ability, Competence and Relevant Experience)	Demonstrates professional ability, technical competence and relevant experience of each of the proposed candidates		
	Tenderers must demonstrate that the resource(s) proposed for delivering the required services, as described in section 3.1. and 4.4 of this RFT, has/have the necessary experience and qualifications, of direct relevance to the required services. In order to satisfy that requirement, tenderers must provide the following with their tender: <ul style="list-style-type: none"> • A list of key personnel proposed to be directly involved in the delivery of the required services • A CV for the proposed personnel who will be involved in the delivery of the services 		
Criterion C	Weighting	Maximum Marks	Minimum Marks
	15%	1,500	60% 900
	Demonstrated understanding of the specific services to be provided under this contract and overall quality of the tender.		

<p>Understanding of Services and overall quality</p>	<ul style="list-style-type: none"> Tenderers should provide enough relevant information, to prove a deep understanding of the EPA’s requirements as per Section Error! Reference source not found. above. Overall assessment of whether the tender was innovative and well-written, clearly illustrating quality of the tenderer’s approach to meeting the specified requirements of their ability to deliver the services required within a quality managed environment. 		
<p>Criterion D</p>	<p>Weighting</p>	<p>Maximum Marks</p>	<p>Minimum Marks 60%</p>
	<p>5%</p>	<p>500</p>	<p>300</p>
<p>Sustainability</p>	<p>Efforts to reduce environmental impact</p>		
	<p>The tenderer shall describe how they intend to ensure that the environmental impact of how this contract operates is as low as is reasonably possible. Provide details of environmental policies and systems in place.</p>		
<p>Criterion E</p>	<p>Weighting</p>	<p>Maximum Marks</p>	<p>Minimum Marks 60%</p>
	<p>20%</p>	<p>2000</p>	<p>1200</p>
<p>Contract Management, Reliability & Continuity</p>	<p>Demonstrated reliability and continuity of resource supply</p>		
	<ul style="list-style-type: none"> Tenderers will be required to satisfy the EPA that their overall proposal may be relied upon. Tenderers should clearly outline how they will manage transition plans around the change of on-site resources (if they occur) without significant impact to the provision of services. These transition plans should demonstrate the tenderers ability to change resources without any additional cost to the EPA or reduced quality of service provision The EPA reserves the right to independently contact the referees provided in Tender Response document in order to verify satisfactory performance, reliability and ability to provide continuity of service. Tenders should clearly outline the staff supports and continual professional development that will be in place. This mentoring and skills development will be to ensure the resource has the necessary skills, in line with advances in technology, to deliver the service outlined below. Tenders should clearly outline their plans for continual professional development of the proposed 		

	candidates. Professional development will not be charged to the EPA.
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Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

5.1 Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	C
Formula employed	$\frac{A \times C}{B}$

5.2 Methodology for scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Outstanding	An outstanding response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
61 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
60%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 60% is unacceptable and considered ineligible from further consideration		

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

5.3 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

5.4 Verification

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

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

5.5 Clarification of Abnormally Low Tenders

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

5.6 Right to Confirm Suitability

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

6 INSTRUCTION FOR TENDERERS

6.1 Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic postbox 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. Tenderers should consider the fact that upload speeds vary.

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

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

6.2 Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the EPA, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing. The EPA reserves the right to disqualify incomplete tenders.

While tenderers are requested to ensure they have included all of the information requested as part of this tender, excess documentation impedes the evaluation process and should not be submitted.

6.3 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

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

6.4 Queries

The closing date for submitting queries is specified on the title page.

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

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

6.5 Extension of the Tender Deadline

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties

who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

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

6.6 Tender Validity Period

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

6.7 Discrepancies between Documents

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

The Contracting Authority may also have supplied a Tender Response Document as the template to be used in preparing the tender submission. If there is any discrepancy between the Tender Response Document and the Request for Tender please contact the Contracting Authority as soon as possible.

6.8 Formatting of Tenders / Amending Tender Documents

Tenderers must ensure the following:

- The first page of their tender contains all relevant contact information
- All responses should include page numbers and a contents page
- Follow, where possible the number structure of the Invitation to Tender
- Ensure that the tender response is structured in a format for ease of evaluation customised to the RFT

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

6.9 Collusive Tendering

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

disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.10 Confidentiality

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful Tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender.

6.11 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

6.12 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

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

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

6.13 Change in the composition of a Tenderer

Where a change in composition of a tenderer arises, this must be notified in writing to the Contracting Authority and formally approved by them.

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

6.14 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.15 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.16 Publicity

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

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

6.17 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

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

6.18 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Award of Contract
- Letter of Regret
- Decision not to proceed with the Award of Contract

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

6.19 Award Notices

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

6.20 Policy on Personal Debriefings

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

6.21 Copyright

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

6.22 Brand Names, etc.

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

6.23 Environmental Aspects

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

6.24 Knowledge and Skills Transfer

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

6.25 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.26 Irish Legislation and Law

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

6.27 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the "2002 Act"), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

6.28 Accessibility / Dignity at Work

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

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

6.29 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

6.30 Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

6.31 Late Payment

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

6.32 Data Protection

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

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

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the "Declarations" section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have

consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the eTenders website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

6.33 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

6.34 Restrictive measures in the context of Russian actions in the Ukraine

In the light of Russian actions in the Ukraine, the European Council adopted a new regulation – EU Regulation 2022/576, aimed at restricting participation in economic activity by economic operators from the Russian Federation. Article 5K of the Regulation prohibits the award or continuation of contracts falling within the scope of the Public Procurement Directives to persons or undertakings related to the Russian Federation. To comply with EU Regulation 2022/576, the EPA is seeking a declaration from economic operators as part of the bid response process.

7 Appendix 1

The section below gives a summary of the applications and technologies relevant to the RFT.

Key Business Applications

The key business applications used by the EPA can be divided into different categories:

- *Corporate Systems:* Email (Microsoft Exchange and Outlook 365); Microsoft 365; SharePoint 2016 and SharePoint Online.
- *Business Systems (HR & Finance):* Integra (Finance package); Assetware (Finance package); CoreHR (hosted externally); and others.
- *Environmental Systems:* there are numerous environmental systems in use with the key one being the EPA LEMA (Licensing Enforcement Management and Assessment) which is built mainly on Microsoft CRM and SharePoint, EPA GIS Portal.
- *Database servers:* Microsoft SQL is the standard database technology used. SQL servers are used for MS SharePoint, MS CRM, in-house applications, security tools; GIS databases, and others.
- *Communications:* The EPA has a Cisco VoIP phone system and its video conferencing and unified communications facility is offered through Microsoft Teams. Moving towards MS Teams telephony.
- The software development and data management environments currently available are:
 - Software Technology: Microsoft Dynamics 365 CRM, Microsoft SharePoint 2016
 - Database technology: Microsoft SQL Server 2012, 2014, 2016, 2019, Azure SQL
 - GIS: ArcGIS Desktop, ArcPro, GeoServer, GeoNetwork, QGIS, OpenLayers, ArcGIS Server, FME, Python
 - Clientside Scripting: JavaScript, JQuery, ReactJS, KnockoutJS
 - Development Tools: Microsoft Visual Studio
 - Web Server: Microsoft IIS , NGINX 1.10, Apache Tomcat
 - Web Browser: Microsoft Internet Explorer (and presently moving to Microsoft Edge Chromium)
 - Source Control: Azure Devops
 - Reporting: Microsoft SQL Server Reporting Services (SSRS), Power BI
 - Extract Transform Load: Microsoft SQL Server Integration Services (SSIS).