

# **INSTRUCTIONS DOCUMENT**

FOR

**APPLICATIONS FOR ADMISSION**

TO

**A DYNAMIC PURCHASING SYSTEM (DPS)**

FOR

**ROAD MARKING SUPPLIES & SERVICES**

FOR

**LOCAL AUTHORITIES**

**COMPETITION REFERENCE: ROAD MARKING SUPPLIES & SERVICES FOR LOCAL AUTHORITIES**

**INITIAL CLOSING DATE: 9<sup>th</sup> September, 2016**

**INITIAL CLOSING TIME: 15:00 HRS**

**DATED ISSUED: 28<sup>th</sup> July 2016**

**Requests to Participate must be submitted electronically at [www.supplygov.ie](http://www.supplygov.ie)**

**Competition Ref: "ROAD MARKING SUPPLIES & SERVICES FOR LOCAL AUTHORITIES"**

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## 1.0 INTRODUCTION

### 1.1 General

- 1.1.1 The Local Government Operational Procurement Centre (the LGOPC) acting as a Central Purchasing Body (CPB) under the auspices of Kerry County Council is coordinating the establishment of a Dynamic Purchasing System (DPS) on behalf of the contracting authorities listed in **Appendix No. 1** (the "**Purchasers**").
- 1.1.2 This DPS is for the procurement of **Road Marking Supplies & Services** to the contracting authorities (the "**Purchasers**").
- 1.1.3 The proposed Road Marking Supplies & Services include but are not limited to those set out under **Schedule 1** of these Instructions (General Specification).
- 1.1.4 A DPS is a wholly electronic process that contracting authorities can use to procure commonly available goods, works or services. It involves a two stage process. Firstly, potential contractors are assessed to see that they satisfy the selection criteria. Service Providers that meet the selection criteria are then admitted to the DPS. The second stage involves inviting Service Providers to tender for specific competitions from time to time.
- 1.1.5 Service Providers can apply to join the DPS at any time (excluding the period where Initial Evaluation is being conducted) by submitting an Application. The DPS will be open throughout the specified term to any Applicant that submits an application and meets the selection criteria defined in Section 4.0 of this Instructions Document.
- 1.1.6 It is anticipated that the DPS will commence in **October 2016** and that the "Term" of the system will be **two (2) years** from establishment. Contracts entered into under this DPS may extend beyond the date of expiry of the DPS.
- 1.1.7 All information relating to this Application for Admission to the Road Markings DPS, including instructions, clarifications and changes are published on the Irish Government's etenders website ([www.etenders.gov.ie](http://www.etenders.gov.ie)).
- 1.1.8 The LGOPC invites applications from Applicants who wish to be included on this DPS ("**Applications**"). The applications must be submitted electronically through [www.supplygov.ie](http://www.supplygov.ie). Applications will not be accepted in any other format.
- 1.1.9 Applications will be accepted before the Initial Closing Date and subsequently during the Term of this DPS, in accordance with the instructions set out in section 3.3 hereunder.
- 1.1.10 Applicants admitted to the system (the "**Service Provider**"), may, at any time during the Term of the DPS, be invited to tender for contracts offered by Purchasers for the provision of Road Marking Supplies & Services described herein.
- 1.1.11 Contracts awarded under this DPS will be awarded in accordance with the provisions outlined in this Instructions Document. Details are set out hereunder in section 5.0 of this Instructions Document.
- 1.1.12 **Appendix 4** to these Instructions contains a glossary of terms.

## 2.0 INSTRUCTIONS TO APPLICANTS

### 2.1 General

- 2.1.1 Applicants should read the contents of these Instructions carefully, including the information and documents contained in the Appendices and Schedules and complete all of the requirements set out therein. Failure to provide all the requested information may result in the application being deemed non-compliant and the application may be rejected.
- 2.1.2 The LGOPC’s detailed requirements in relation to this competition are set out in the General Specification Document hereunder in **Schedule 1**.
- 2.1.3 The LGOPC will not accept responsibility for information relayed (or not relayed) via third parties.
- 2.1.4 The LGOPC reserves the right to update, delete, vary, extend or alter this Instructions Document and the information and documents contained herein at any time by notice by email to Applicants.
- 2.1.5 Each Applicant is responsible for their own costs in the preparation of their application or otherwise as a result of its participation in the process, whatsoever or howsoever arising.
- 2.1.6 Applicants must fully comply with and/or fully disclose all required information included under section **6.11** - “Conflicts of Interest and Registrable Interest” of this document.
- 2.1.7 Applicants are required to fully comply with these Instructions when preparing their Applications and participating in this process. Where an Applicant does not fully understand the requirements, the query should be submitted pursuant to paragraph 3.8.2 below.

### 2.2 Division into Lots

- 2.2.1 This DPS will be divided into **two (2)** separate lots as follows -:

Lot Reference	Description
<b>1</b>	Service Provider with PSCS
<b>2</b>	Service Provider without PSCS

### 2.3 Contracting Authorities (Purchasers)

- 2.3.1 The Contracting Authorities participating in this DPS are set out in **Appendix 1** to this document.
- 2.3.2 Applicants have the option of nominating which Contracting Authorities they wish to be considered to tender for by completing the online selection of Contracting Authorities. Purchasers will then invite tenders from those Service Providers admitted to the DPS for the relevant Contracting Authority.

## 3.0 ESTABLISHING THE DYNAMIC PURCHASING SYSTEM

### 3.1 General

- 3.1.1 This Dynamic Purchasing System (DPS) is being established in accordance with the restricted procedure. The regulatory provisions applicable to the application process comprises Directive 2014/24/EU of the European Parliament and of the Council ("**the Directive**"), on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts, implemented into Irish law by European Union (Award of Public Authority Contracts) Regulations 2016 (SI 284 of 2016).
- 3.1.2 All Applicants submitting an Application will be assessed in accordance with the selection criteria set out in Part **4.0** of these Instructions.
- 3.1.3 All Applicants satisfying the selection criteria will be notified of their admittance to the system.
- 3.1.4 Applicants can apply for either or both Lots.
- 3.1.5 The terms and conditions that will apply to all contracts awarded pursuant to this DPS are the ***Standard Terms & Conditions for Road Marking Supplies & Services For Local Authorities*** ("*Terms & Conditions*") can be viewed at [www.etenders.gov.ie](http://www.etenders.gov.ie). The *Terms & Conditions* will be available on [www.supplygov.ie](http://www.supplygov.ie) during the Term of the DPS. The *Terms & Conditions* may not be qualified or amended with the submission of an application for selection to this DPS. The *Terms & Conditions* will be wholly incorporated into any contract awarded under this DPS, unless otherwise amended by a Contracting Authority in a Request for Tender. Additional terms and conditions may be incorporated within the contract awarded by a Contracting Authority under this DPS. It will be a requirement that any tenders submitted are based on the *Terms & Conditions* and any additional terms and conditions communicated in the Request for Tender. **Applicants are not required to submit the *Terms & Conditions* document as part of their Application for Admission to the DPS.**
- 3.1.6 If an Applicant becomes aware of any ambiguity, discrepancy, error or omission in or between these documents or in the online application process, it must immediately notify the LGOPC through the messaging platform on [www.etenders.gov.ie](http://www.etenders.gov.ie) during the initial application stage even if after the Deadline for Receipt of Queries specified in Appendix 2 has passed.
- 3.1.7 Notification of a modification to this Instructions Document shall be issued at least **six days (6)** prior to the Initial Closing Date indicated on [www.etenders.gov.ie](http://www.etenders.gov.ie) and shall be issued as an addendum to, and shall be deemed to constitute part of, the Instructions Document. If necessary, the LGOPC will amend the Initial Closing Date in order to comply with this requirement.
- 3.1.8 This application for admission to the DPS supersedes and replaces all previous documentation, communications and correspondence between the Contracting Authorities and Applicants in relation to the subject matter of this competition, and Applicants should place no reliance on such previous documentation and correspondence.

### 3.2 Applications at Establishment of DPS

- 3.2.1 The Application must be completed electronically through [www.supplygov.ie](http://www.supplygov.ie). Applications will not be accepted in any other format. There are six steps involved in the establishment phase of the DPS.
- 3.2.2 **Step One:** Applicants must download and read the tender documents from [www.etenders.gov.ie](http://www.etenders.gov.ie)
- 3.2.3 **Step Two:** Applicants must register as a supplier on [www.supplygov.ie](http://www.supplygov.ie) if not already registered. Where an Applicant is not currently registered on [www.supplygov.ie](http://www.supplygov.ie), the Applicant shall access the site and select 'Register as New Supplier' which will guide the Applicant through the registration process. Supplier Guides in respect of the use of the Supplygov system and also specifically in the

use of the DPS for Road marking Supplies & Services are available under the "Publication/Guides" tab at the bottom left hand side of the Supplygov homepage screen.

- 3.2.4 **Step Three:** Once Applicants log on to [www.supplygov.ie](http://www.supplygov.ie), the Road Markings Application for Admission to a DPS will appear on their Home Page and they can commence the application process.
- 3.2.5 Applicants will be guided through the online application process at each stage and do not need to complete the entire process at one time. The application process can be updated, edited, completed and saved at any time prior to the Initial Closing Date.
- 3.2.6 The application process for the establishment phase of the DPS will automatically conclude at the Initial Closing Date at which point the Application will be accepted by the online system, whether fully complete or not. Accordingly, Applicants must ensure that the application process is fully complete prior to the Initial Closing Date. (Following the establishment of the DPS, the DPS will reopen for applications – see Part 3.3 below).
- 3.2.7 The application process includes completing online questions, forms and declarations as well as uploading signed declarations and requested evidence in response to the Selection Criteria set out in these Instructions and in the OJEU Notice.
- 3.2.8 All documents to be uploaded are available for downloading from [www.etenders.gov.ie](http://www.etenders.gov.ie) under the OJEU Notice, and from [www.supplygov.ie](http://www.supplygov.ie).
- 3.2.9 All signed documents to be uploaded must include a clear signature where indicated.
- 3.2.10 Applications must be submitted electronically no later than **15:00hrs** Irish Time on **Friday, 9<sup>th</sup> September, 2016** (the "**Initial Closing Date**").
- 3.2.11 It is the responsibility of each individual Applicant to ensure that their Application is completed and submitted online by the Initial Closing Date. Applicants should commence this process well in advance of the Initial Closing Deadline to allow sufficient time for completing the application.
- 3.2.12 **Step Four:** Completed Applications for admittance to the DPS will be assessed in accordance with Part 4.0.
- 3.2.13 **Step Five:** Following conclusion of the assessment, Applicants will be informed whether or not they have been admitted to the DPS.
- 3.2.14 **Step Six:** Once the DPS is live, successful Applicants admitted to the DPS may be invited to tender for contracts offered by the relevant Contracting Authorities.

### **3.3 Applications – Following Establishment of DPS**

- 3.3.1 Following the establishment of the DPS, the system will reopen to receive new Applications through [www.supplygov.ie](http://www.supplygov.ie) at any time throughout the Term of the DPS.
- 3.3.2 The re-opening of the application process will appear on the Home Page of registered suppliers on [www.supplygov.ie](http://www.supplygov.ie) only. Suppliers not registered on [www.supplygov.ie](http://www.supplygov.ie) must follow the instructions in paragraph 3.2.3 to register as a new Supplier.
- 3.3.3 New or previously unsuccessful Applicants can submit new applications for admission to the DPS.
- 3.3.4 At that stage, all information relating to this competition, including Instructions & any relevant documents, clarifications and changes will only be available or issued through [www.supplygov.ie](http://www.supplygov.ie).
- 3.3.5 New applications will be assessed for selection in accordance with the same Selection Criteria noted in Part 4.0 of these Instructions within 10 working days of their receipt, which period may be extended to 15 working days where justified.

- 3.3.6 At any time during the term of the DPS, the LGOPC may issue requests to participating Service Providers to submit renewed and updated self-declarations on the fulfillment of criteria for qualitative selection, within a time limit to be specified in the requests. Service Providers may be excluded from the DPS in the event that they fail to meet the criteria for qualitative selection.

### **3.4 Reliance on the Capacities of other Entities**

- 3.4.1 In order to demonstrate compliance with the requirements of this competition or any Request for Tender, an Applicant may rely on the capacities of other entities, regardless of the legal nature of the links between the Applicant and those other entities.
- 3.4.2 An Applicant may only rely on the capacities of other entities where those entities will perform the works, supplies or services for which these capacities are required.
- 3.4.3 Where an Applicant wants to rely on the capacities of other entities, it shall prove to the Contracting Authority and/or the LGOPC that it will have at its disposal the resources necessary, including by producing a commitment by those entities to that effect.

### **3.5 Subcontracting**

- 3.5.1 Applicants must indicate in their application, any share of the contract that it may intend to subcontract to third parties and any proposed subcontractors.
- 3.5.2 At contract stage, when responding to a Request for Tender, the Service Provider must indicate to the Contracting Authority the qualifications and experience of staff it proposes for completion of the supplies and/or services defined in the Request for Tender.
- 3.5.3 Where subcontractors are proposed for completion of the supplies and/or services, the Service Provider shall indicate to the Contracting Authority the name, contact details and legal representatives of the subcontractors.
- 3.5.4 The Contracting Authority may take appropriate measures by, amongst other things, verifying in accordance with the provisions in the Regulations, whether there are grounds for exclusion of subcontractors under Regulation 57 of the 2016 Regulations.
- 3.5.5 If applicable, the provisions of this section 3.5 will be enforced at Contract stage, whereby Service Providers responding to a Request For Tender must provide the necessary details and proof required, as set out in Schedule 2 (Lot 1) or Schedule 3 (Lot 2) of these Instructions.

### **3.6 Consortium/Joint Venture**

- 3.6.1 A consortium/joint venture will not be required to convert into a specific legal form in order to submit an Application, but may be required to do so prior to formal execution of any contract awarded under this DPS. A Contracting Authority may:
- contract with one economic operator who will act as the agreed prime Contractor;
  - contract with each member of the consortium/joint venture on the basis of joint and several liabilities;
  - contract with one member of the consortium/joint venture as prime Contractor to whom the other members will be subcontractors; or
  - at its discretion, require the consortium/joint venture to enter into any other contracting arrangement.

### **3.7 European Single Procurement Document (ESPD)**

- 3.7.1 Submission of an ESPD for this competition is optional – if an Applicant intends to submit an ESPD, it should adhere to the instructions below.

- 3.7.2 In accordance with Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016, LGOPC must accept a European Single Procurement Document (ESPD) as preliminary evidence confirming that the Applicant fulfils the following conditions-:
- a) it is not in one or more of the situations referred to in Regulation 57 in which an economic operator shall or may be excluded; and
  - b) it meets the relevant criteria for qualitative selection as defined more explicitly in the Selection Criteria for each Lot for which it is seeking admission to the DPS.
- 3.7.3 The information that Applicants must include in the ESPD is set out in the tender documents. Potential Applicants must examine this information carefully in view of their participation and possible submission of an ESPD. If an Applicant proposes to submit an ESPD and it is relying on the capacities of one or more other entities, those entities must also each submit an ESPD setting out the relevant information for the respective entity. In addition, where a group of economic operators, including temporary associations, participate together in this competition and they intend to submit an ESPD, a separate ESPD setting out the information required under Parts II to V of the ESPD form must be submitted for each of the participating economic operators.

### **3.8 Communications and Clarifications**

- 3.8.1 All communications shall only be made electronically. It is mandatory that all Applicants provide an email address for receiving correspondence in relation to this DPS. This e-mail address is to be provided as part of the Supplier registration process (see paragraph 3.2.3).
- 3.8.2 Any and all queries from Applicants in relation to the requirements of this Instructions Document shall be submitted online only through [www.etenders.gov.ie](http://www.etenders.gov.ie).
- 3.8.3 At the initial establishment stage of the DPS, such queries shall be submitted no later than **10 days** prior to the Initial Closing Date for the receipt of Applications.
- 3.8.4 The LGOPC will endeavour to respond to all reasonable queries received without delay but, in any case, no later than **6 days** prior to the Initial Closing Date for the receipt of initial Applications, but does not undertake to respond to all queries received.
- 3.8.5 Following the conclusion of the establishment of this DPS, no time limits will apply to the submission of queries thereafter from new Applicants.
- 3.8.6 Subject to Paragraph 3.8.7, the query and the LGOPC's response will, where appropriate, be communicated to all Applicants, without disclosing the name of the Applicant who initiated the query.
- 3.8.7 If an Applicant believes a query and/or its response relates to a confidential or commercially sensitive aspect of its Application, it must mark the query as "Confidential" and state the reason(s) why. If the LGOPC, in its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential, subject to any obligations under law.
- 3.8.8 During the assessment of Applications, clarification of submitted content may be sought via e-mail from Applicants. Response to requests for clarification may not materially change any of the elements of the submitted Application.
- 3.8.9 Where the LGOPC request clarification or further information on any matters relating to the Application or supporting documentation, such information shall be submitted no later than the date specified in the request.
- 3.8.10 Following the assessment of Applications for Admission, Applicants will be informed of whether or not they have been admitted to the DPS. This communication will be by electronic means only.



## 4.0 THE SETTING UP AND OPERATION OF THE DYNAMIC PURCHASING SYSTEM

### 4.1 General

4.1.1 Applications for admittance to the Dynamic Purchasing System (DPS) received by the Initial Closing Date will be evaluated separately for each Lot.

4.1.2 The evaluation will be completed for each Lot in the following order -:

No.	Stage
1	<b><u>Compliance Check</u></b> Examine completeness of all submissions received on time
2	<b><u>Selection Assessment</u></b> Applicants must pass the specific requirements listed in the Selection Criteria outlined in this Instructions Document and in the online application process, including any additional requested information

### 4.2 Compliance Check (Stage 1)

4.2.1 In the first instance, Applications will be checked to determine whether they are fully complete and include all information required.

4.2.2 Applicants who pass the Compliance Check will then proceed to Selection Assessment in accordance with the Selection Criteria set out hereunder for admittance to the DPS for each Lot.

### 4.3 Selection Criteria (Stage 2)

4.3.1 **LOT 1-** Selection Criteria

4.3.2 Applications must include all the information set out in the table:

<b>LOT 1 - <u>Selection Criteria</u></b>	<b>Weighting</b>
<p><b>Online Declarations (For Information Only)</b> Applicants must complete all of the following declarations on <a href="http://www.supplygov.ie">www.supplygov.ie</a>:</p> <ul style="list-style-type: none"> <li>• Employees Declaration</li> <li>• 3 or Less Employees Declaration</li> <li>• SubContractors Declaration Lot 1</li> <li>• ESPD Declaration</li> </ul>	<b>N/A</b>
<p><b>Online Declarations (Pass/Fail)</b> Applicants must complete all of the following declarations on <a href="http://www.supplygov.ie">www.supplygov.ie</a>:</p> <ul style="list-style-type: none"> <li>• Health &amp; Safety Legislation Declaration</li> <li>• Safe Pass Card and CSCS Card Compliance Declaration</li> <li>• Complying with Schedule 1</li> <li>• Conflict of Interest</li> <li>• Economic and Financial</li> <li>• Declaration Applicant can meet H&amp;S Standards-Educational &amp; Professional</li> </ul>	<b>Pass/Fail</b>

<p>Qualifications</p> <ul style="list-style-type: none"> <li>• Declaration regarding Technicians or Technical Bodies responsible for Quality Control</li> <li>• Minimum Health and Safety Standards in regards to PSCS function.</li> <li>• CE Marking &amp; Construction Products Regulation Declaration</li> </ul>	
<p><b>*Documents to be uploaded online at <a href="http://www.supplygov.ie">www.supplygov.ie</a>:</b></p> <ul style="list-style-type: none"> <li>• Personal Situation Declaration Form</li> <li>• Service Provider Registration Details Form</li> <li>• Certificate of Satisfactory Execution of Services as Contractor and PSCS - Lot 1 Roadmarking Supplies &amp; Services</li> <li>• Declaration C1: HEALTH AND SAFETY – CONTRACTOR OR PSCS APPOINTMENTS, <u>or</u> equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001)</li> <li>• Declaration C3: HEALTH AND SAFETY COMPLIANCE – CONTRACTOR, <u>or</u> equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001)</li> <li>• Declaration C4: HEALTH AND SAFETY COMPLIANCE – PROJECT SUPERVISOR FOR THE CONSTRUCTION STAGE, <u>or</u> equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001)</li> <li>• European Single Procurement Document (ESPD) (if answered yes to online declaration only)</li> </ul>	<b>Pass/Fail</b>

**\*Template forms of All Documents to be Uploaded are included in Schedule 5 – Selection Assessment Documents.**

4.3.3 **LOT 2-** Selection Criteria

4.3.4 Applications must include all the information set out in the table:

<b>LOT 2 - Selection Criteria</b>	<b>Weighting</b>
<p><b>Online Declarations (For Information Only)</b> Applicants must complete all of the following declarations on <a href="http://www.supplygov.ie">www.supplygov.ie</a>:</p> <ul style="list-style-type: none"> <li>• Employees Declaration</li> <li>• 3 or Less Employees Declaration</li> <li>• SubContractors Declaration Lot 2</li> <li>• ESPD Declaration</li> </ul>	<b>N/A</b>
<p><b>Online Declarations (Pass/Fail)</b> Applicants must complete all of the following declarations on <a href="http://www.supplygov.ie">www.supplygov.ie</a>:</p> <ul style="list-style-type: none"> <li>• Health &amp; Safety Legislation Declaration</li> <li>• Safe Pass Card and CSCS Card Compliance Declaration</li> <li>• Complying with Schedule 1</li> <li>• Conflict of Interest</li> <li>• Economic and Financial</li> <li>• Declaration Applicant can meet H&amp;S Standards-Educational &amp; Professional Qualifications</li> <li>• Declaration regarding Technicians or Technical Bodies responsible for Quality Control</li> </ul>	<b>Pass/Fail</b>

<ul style="list-style-type: none"> <li>CE Marking &amp; Construction Products Regulations Declaration</li> </ul>	
<p><b>*Documents to be uploaded online at <a href="http://www.supplygov.ie">www.supplygov.ie</a>:</b></p> <ul style="list-style-type: none"> <li>Personal Situation Declaration Form</li> <li>Service Provider Registration Details Form</li> <li>Certificate of Satisfactory Execution of Services as Contractor - Lot 2 Roadmarking Supplies &amp; Services</li> <li>Declaration C1: HEALTH AND SAFETY – CONTRACTOR OR PSCS APPOINTMENTS, <u>or</u> equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001)</li> <li>Declaration C3: HEALTH AND SAFETY COMPLIANCE – CONTRACTOR, <u>or</u> equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001)</li> <li>European Single Procurement Document (ESPD) (if answered yes to online declaration only)</li> </ul>	<p><b>Pass/Fail</b></p>

**\*Template forms of All Documents to be Uploaded are included in Schedule 5 – Selection Assessment Documents.**

**4.4 Dynamic Purchasing System**

- 4.4.1 The provisions of this section apply to all Lots.
- 4.4.2 Applicants that meet the Selection Criteria will be admitted to the DPS.
- 4.4.3 Following the assessment process, all Applicants will be notified of the outcome of the assessment, as outlined in paragraph 3.8.10 above.
- 4.4.4 Unsuccessful Applicants may re-apply for admittance to the DPS at any time, once the DPS is established (see paragraph 3.3 above).
- 4.4.5 The admittance of the successful Applicant to the DPS does not constitute a commitment or guarantee from the LGOPC or any Contracting Authority to procure supplies or services from the Service Provider and does not confer any exclusivity on the appointed Service Provider. The LGOPC and Contracting Authorities reserve the right to carry out separate procurement processes for any supplies or services described in this competition from any Service Provider outside of the DPS, should they, at their sole discretion, consider it appropriate to do so.
- 4.4.6 Applicants should note that there is no limit to the number of Applicants to be appointed to the DPS.
- 4.4.7 By participating in this competition, Applicants accept, confirm and acknowledge that they shall comply with and be bound by the terms and conditions of participation set out in these Instructions.

**4.5 Termination from the DPS**

- 4.5.1 An Applicant may be terminated from the DPS pursuant to the Standard Terms and Conditions for Road Marking Supplies & Services for Local Authorities (clause 19) as referred to in paragraph 3.15 above.
- 4.5.2 Subject to the provisions in the Directive and corresponding Regulations referenced herein, the LGOPC may change the Term of the DPS at any point, at its sole and absolute discretion. This may include extending, shortening or terminating the system.

## 5.0 AWARD OF CONTRACTS (ALL LOTS)

### 5.1 Requests for Tender

- 5.1.1 The provisions of this section apply to all Lots.
- 5.1.2 Each Contracting Authority shall be solely responsible in respect of procedures or parts of procedures it conducts in regard to the awarding of a contract under this DPS.
- 5.1.3 Contracting Authorities shall issue electronically any Requests for Tender and award Contracts through [www.supplygov.ie](http://www.supplygov.ie).
- 5.1.4 ONLY SERVICE PROVIDERS ADMITTED TO THE DPS WILL BE INVITED TO TENDER FOR CONTRACTS.
- 5.1.5 The relevant Contracting Authority shall issue the invitation to all Service Providers admitted to DPS who have registered for that Contracting Authority via the [www.supplygov.ie](http://www.supplygov.ie) system.
- 5.1.6 Service Providers admitted to the DPS may only submit one tender in response to a Request for Tender. Service Providers may choose at their discretion not to submit a tender.
- 5.1.7 Service Providers shall comply with any procedures, processes, time limits, instructions or other requirements as issued by the relevant Contracting Authority in relation to the tender and shall bear any and all costs associated therewith. Service Providers shall be required to meet the requirements as published for each Contract and to complete or submit all other information as requested prior to the award of any contract. Unless otherwise agreed, Service Providers will be given a minimum of 5 days from the date on which the Request for Tender is sent to submit a tender.
- 5.1.8 Tenders for all required supplies & services will be evaluated as set out in these Instructions.

### 5.2 Tender Evaluation

- 5.2.1 Tenders submitted in response to a Request for Tender will be evaluated on the basis of the **Contract Evaluation Criteria** as defined by the Purchaser, in accordance with the provisions set out in **Schedules 2 & 3** hereunder, which may be formulated more precisely in the Request for Tender. Each Contracting Authority shall be solely responsible for the evaluation and compliance of their individual Requests for Tenders.
- 5.2.2 Prior to evaluating any Tender, the DPS Service Providers must satisfy the requirements set out in **Schedules 2 & 3**, which may be formulated more precisely in the Request for Tender.
- 5.2.3 Compliance with these minimum requirements shall be on a **Pass/Fail** basis and any DPS Service Provider that fails to achieve a Pass rating will be excluded from further consideration in respect of that Request for Tender.
- 5.2.4 Contract Award shall be completed in accordance with the criteria and provisions set out in **Schedules 2 & 3**.

### 5.3 Evidence in support of Declarations

- 5.3.1 The evidence required in support of Declarations is set out in **Appendix 3** of this Instructions Document.

## 6.0 GENERAL INFORMATION

### 6.1 Disclaimer

- 6.1.1 The information provided in these Instructions is offered for the guidance of the Applicants participating in this competition. The content of these Instructions is for information purposes only. No part of these Instructions, in whole or in part, may be reproduced, stored, transmitted, or used without the prior written permission of the LGOPC (which may be withheld in its sole discretion).
- 6.1.2 These Instructions are a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or shall be made in relation to the completeness, accuracy or functioning of the information contained in these Instructions, nor as to the reasonableness of any assumption made in preparing this information. Without prejudice to the foregoing, neither the LGOPC nor their advisers, consultants, Applicants, servants and/or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Applicants should not assume that any such information or statements shall remain unchanged.
- 6.1.3 The LGOPC is not bound by any anomalies, errors or omissions in these Instructions. Applicants shall immediately notify the LGOPC should they become aware of any ambiguity, discrepancy, error or omission in these Instructions, even if the date specified in Appendix 2 has passed. The LGOPC shall, upon receipt of such notification, notify all Applicants of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued electronically.
- 6.1.4 By participating in this competition, the Applicant acknowledges that there does not exist any contractual, implied or quasi-contractual relationship between the LGOPC and the Applicant nor will there exist any contractual, implied or quasi-contractual relationship in relation to a tender prior to the award by a Contracting Authority of a contract pursuant to the procedure adopted for the award of contracts.
- 6.1.5 The LGOPC reserves the right, without notice:
- to change the basis of, or the procedures (including the timetable) relating to the DPS
  - to reject any, or all, of the Applications
  - not to invite an Applicant to proceed further
  - to abandon the procedure
- 6.1.6 In such circumstances, the LGOPC and its advisors shall not be liable to any persons as a result thereof. The LGOPC shall not be bound to accept any Application and reserves the right not to form a DPS in respect of some or all of the supplies and/or services for which Applications are invited.

### 6.2 Freedom of Information Acts

- 6.2.1 The LGOPC and Kerry County Council are subject to the Freedom of Information Act 2014 and acknowledge that information provided in response to these Instructions may be confidential or commercially sensitive.
- 6.2.2 Applicants are asked to consider if any of the information supplied by them in response to these Instructions should not be disclosed because it is commercially sensitive or confidential. If this is the case, Applicants can, when providing the information, identify same and specify the reasons for its commercial sensitivity or confidentiality. The LGOPC and Kerry County Council will have regard to such a statement but are not bound by it. The requirements of the FOI Act will at all times take precedence.

### 6.3 Tax Compliance

- 6.3.1 All payments under a contract awarded pursuant to a Request for Tender will be conditional on the Supplier being tax compliant.
- 6.3.2 Successful Applicants must comply with the terms of the Department of Finance Circulars 43/2006 and 44/2006: Tax Clearance Procedures: Public Sector Contracts, or any replacement.
- 6.3.3 In line with the legislative provisions of Section 95 of the Finance Act 2014, the following provisions in relation to eTax Clearance Certificates have been brought into force by Revenue, effective from December 2015 -:
- processing of tax clearance applications, certificates issued by the Collector-General and verification by third parties, is all in **electronic** format; and
  - where a taxpayer is found to be non-compliant with their obligations their tax clearance certificate can be **rescinded** (or withdrawn).
- 6.3.4 eTax Clearances will be available to business, PAYE and non-resident customers with a PPSN/Tax Reference number (TRN). There is no change to the current process for customers/applicants that are not registered for Irish tax, i.e. non-residents or some community/voluntary groups. These applications will continue to be processed by the Collector General's Office. Furthermore, eTax Clearance does not apply to Standards in Public Office (SIPO) applicants.
- 6.3.5 Applications in eTax Clearance will be processed in real time. Service Providers who are tax compliant will receive a Tax Clearance Access Number. This Number along with the Service Provider's PPSN/Tax Reference number (TRN Number) shall be provided when requested to the Contracting Authority as verification of their tax clearance details.
- 6.3.6 Subcontractors engaged at contract stage are required to produce an in-date (not older than 30 days) Notification of Determination to the Contracting Authority or the principal Contractor, before any contract is awarded. Applicants requiring further information on demonstration of satisfactory level of subcontractor tax compliance and Notifications of Determination under Section 530I of The Taxes Consolidation Act, 1997 (as amended) should contact their local Revenue office. Contact details are available on the Revenue website at [www.revenue.ie](http://www.revenue.ie).
- 6.3.7 It is the responsibility of the Service Provider to ensure that the correct Tax Reference Number is entered on their [www.supplygov.ie](http://www.supplygov.ie) account.

### 6.4 Employees

- 6.4.1 Applicants shall also be aware that they may be asked to provide evidence prior to commencing any project that they offered access to at least one standard Personal Retirement Savings Account (PRSA) to all of their employees that will be employed to work on the relevant Contract.
- 6.4.2 Successful Applicants shall comply with all statutory requirements in relation to PAYE and PRSI, registered employment agreements, relevant minimum standard conditions and pay rates of the relevant industry.

### 6.5 Insurances

- 6.5.1 Details of the Service Providers Insurance requirements are outlined in the General Specification Document (**Schedule 1**).
- 6.5.2 If admitted to DPS, the Service Provider will be required to get their Insurance Brokers/Company to complete the Insurance Questionnaires online at [www.supplygov.ie](http://www.supplygov.ie) prior to the award of any contract.

## 6.6 Health & Safety

- 6.6.1 The requirements for Health and Safety are outlined in General Specification Document (**Schedule 1**).
- 6.6.2 Service Providers will be required to comply with the Safety, Health and Welfare at Work Act 2005 and all regulations, Codes of Practice and Guidance arising thereunder, including the Safety Health and Welfare at Work (Construction) Regulations 2013 and the Safety, Health and Welfare at Work (General Applications) Regulations 2007.
- 6.6.3 Applicants applying for admission to the DPS, shall agree prior to the award of a contract to provide a copy of the company's Safety Statement or equivalent document that sets out the details of the company's overall Safety Management System, and that describes the measures, procedures, systems, roles and responsibilities used by the Applicant to secure and manage the safety, health, and welfare at work of its staff, other workers, clients, home occupants, and the general public in the place of work.
- 6.6.4 Where the Contractor has 3 or less employees, the documents included in the Health & Safety Authority **Code of Practice for Working on Roads** can be used to satisfy the requirement for submission of a Safety Statement. This document is available to download from [www.supplygov.ie](http://www.supplygov.ie).
- 6.6.5 The Safety Statement shall be prepared in accordance with Section 20 of the Safety, Health & Welfare at Work Act 2005, and implementing Regulations.
- 6.6.6 For Lot 1 projects, at the discretion of the DPS Purchaser, Service Provider will be appointed Project Supervisor for the Construction Stage (PSCS) in accordance with the Safety, Health and Welfare at Work (Construction) Regulations 2013.
- 6.6.7 The requirements under Health and Safety legislation will only be evaluated by the relevant Contracting Authority at tender stage when the Service Providers is being considered for award of a contract.

## 6.7 Language

- 6.7.1 All correspondence in relation to the competition shall be in the English language or the Irish language.

## 6.8 Declarations

- 6.8.1 Applicants shall ensure that all information provided with their Applications including subsequent further information is correct. Where a Service Provider is found to have furnished false, misleading or incorrect information, the LGOPC will impose such sanctions as it deems appropriate in the particular case, and in the case of a false Online Declaration, the Service Provider will be removed from the DPS with immediate effect. The sanction for other false, misleading or incorrect information will be determined by the LGOPC at its own discretion and it may include all steps up to the complete removal from the DPS.
- 6.8.2 By participating in this competition, Applicants accept, confirm and acknowledge that any Service Provider will be removed from the DPS with immediate effect if they do not provide the required evidence of compliance with the submitted Declarations when requested by the LGOPC or Contracting Authority or it is subsequently discovered that any Declaration provided is false.
- 6.8.3 The minimum standards for demonstration of compliance with the online Declarations is set out in **Appendix 3** of this Instructions Document.

**6.9 Applicable Law**

- 6.9.1 The laws of Ireland shall apply to this competition and this competition shall be subject to the exclusive jurisdiction of the Irish courts.

**6.10 Canvassing**

- 6.10.1 Canvassing or any effort by an Applicant to influence any staff or agents of the LGOPC and/or Contracting Authorities in relation to any aspect of the application process may result in automatic disqualification from the application process. Where an Applicant has an existing relationship with the LGOPC, Kerry County Council or its employees and/or Contracting Authorities, the Applicant is advised that any discussions, correspondence, or other influences on the application process may be treated as canvassing.
- 6.10.2 In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

**6.11 Conflicts of Interest and Registrable Interest**

- 6.11.1 Any actual or potential conflict of interest involving an Applicant (whether by reason of the Applicant having or having had a role in the LGOPC and/or Contracting Authorities in relation to the contract or by reason of the Applicant having or having had an interest in another Applicant or another Applicant having or having had an interest in the Applicant or any other situation creating a conflict of interest, actual or potential) must be fully disclosed by the Applicant as soon as it becomes apparent. The LGOPC and/or Contracting Authorities reserves the right to raise conflict of interest issues with Applicants.
- 6.11.2 Where the LGOPC and/or Contracting Authorities consider that the situation does not give rise to a conflict of interest or that the conflict of interest is not material, it will permit the situation to continue.
- 6.11.3 Where the LGOPC and/or Contracting Authorities consider that the situation gives rise to a material conflict of interest, it may, at its sole discretion, permit the situation to continue subject, if necessary, to appropriate safeguards being agreed between the LGOPC and/or Contracting Authorities and the Applicant and the LGOPC being fully satisfied that those safeguards have been put in place and will be complied with.
- 6.11.4 Where the LGOPC and/or Contracting Authorities considers, in its absolute discretion, that the situation can only be remedied by the exclusion of the Applicant from the application process, the LGOPC shall exclude the Applicant.
- 6.11.5 Any registrable interest involving the Applicant and the LGOPC and/or Contracting Authorities or their relatives must be fully disclosed in the Application, or must be communicated to the LGOPC and/or Contracting Authorities immediately upon such information becoming known to the Applicant, in the event of this information only coming to the Applicant's notice after the submission of an Application and prior activation on DPS. The terms 'registrable interest' and 'relative' shall have the meaning prescribed by the Ethics in Public Office Act 1995.

**6.12 Confidentiality**

- 6.12.1 All documents issued and information given to Applicants must be treated as strictly confidential. Applicants should not release details of the Application documents other than on an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their Application.



## 7.0 APPENDICES AND SCHEDULES

### 7.1 General

7.1.1 The following Appendices and Schedules are attached to this Instructions Document.

Appendix 1: Contracting Authorities

Appendix 2: Indicative Timetable

Appendix 3: Minimum Standards in support of Declarations

Appendix 4: Glossary of Terms

Schedule 1: General Specification Document

Schedule 2: Contract Evaluation Criteria (Lot 1)

Schedule 3: Contract Evaluation Criteria (Lot 2)

Schedule 4: Performance Evaluation Report

Schedule 5: Selection Assessment Documents

## APPENDIX 1 – CONTRACTING AUTHORITIES (PURCHASERS)

Ref	Contracting Authorities
1	Carlow County Council
2	Cavan County Council
3	Clare County Council
4	Cork City Council
5	Cork County Council
6	Donegal County Council
7	Dublin City Council
8	Dun-Laoghaire-Rathdown County Council
9	Fingal County Council
10	Galway City Council
11	Galway County Council
12	Kerry County Council
13	Kildare County Council
14	Kilkenny County Council
15	Laois County Council
16	Leitrim County Council
17	Limerick City and County Council
18	Longford County Council
19	Louth County Council
20	Mayo County Council
21	Meath County Council
22	Monaghan County Council
23	Offaly County Council
24	Roscommon County Council
25	Sligo County Council
26	South Dublin County Council
27	Tipperary County Council
28	Waterford City and County Council
29	Westmeath County Council
30	Wexford County Council
31	Wicklow County Council

## APPENDIX 2 – INDICATIVE TIMETABLE

<b>Procedure to set up Dynamic Purchasing System</b>	<b>Date*</b>
Date of Contract Notice	July 28 <sup>th</sup> , 2016
Date of Issue of Instructions to Applicants	July 28 <sup>th</sup> , 2016
Deadline for Receipt of Queries	September 03 <sup>rd</sup> , 2016
Initial Closing Date for Receipt of Applications for Admission to the DPS	September 9 <sup>th</sup> , 2016
Establishment of Dynamic Purchasing System (Estimated)	October 2016
New Applications to be admitted to DPS	Ongoing throughout the Term of the DPS

\* The LGOPC reserves the right to change these dates at its absolute discretion

## APPENDIX 3 – MINIMUM STANDARDS IN SUPPORT OF DECLARATIONS

The following evidence must be available for inspection by the Purchaser or LGOPC, if requested in support of Declarations furnished

<b>1.0 Health &amp; Safety Legislation Declaration</b>	
<b>1.1</b>	As set out in Section 6.6 - Health & Safety of this Instructions Document
<b>2.0 Safe Pass Card and CSCS Card Compliance Declaration</b>	
<b>2.1</b>	As set out in Schedule 1, Section 1.6 - Health & Safety (Legal/Paperwork)
<b>3.0 Compliance with Schedule 1</b>	
<b>3.1</b>	As set out in Schedule 1 of this Instructions Document
<b>4.0 Conflict of Interest</b>	
<b>4.1</b>	As set out in Section 6.11 - Conflicts of Interest and Registrable Interest of this Instructions Document
<b>5.0 Economic and Financial (Lots 1 &amp; 2)</b>	
<b>5.1</b>	<p>A Confirmatory Note from the Applicants accountant/financial controller on letter-headed paper confirming <u>Minimum Average Annual Turnover</u> for the three (3) previous financial years (2013 - 2015), stating the year in question, the turnover amount, and the percentage of turnover specific to the provision of Road Marking Supplies &amp; Services.</p> <p>The Applicant shall have a Minimum Average Annual Turnover of not less than €50,000 (Excluding VAT) specifically related to the provision of Road Marking Supplies &amp; Services over the three (3) year period.</p> <p>The Minimum Average Annual Turnover must be specific to the substance of this call for competition for Activation on a Dynamic Purchasing System (DPS) for Road Marking Supplies &amp; Services for Local Authorities.</p> <p>Combined total turnover for all members of a consortium must meet the Minimum Average Annual Turnover. If only one member has the skills, resources and experience for the work, that member must meet the Minimum Average Annual Turnover sum.</p>
<b>6.0 Health &amp; Safety Standards - Educational &amp; Professional Qualifications (Lots 1 &amp; 2)</b>	
<b>6.1</b>	<p>A Resume for one (1) manager and one (1) supervisor (as identified in the Company Organogram), that as a minimum details the following information for both:</p> <ul style="list-style-type: none"> <li>▪ Employment history with specific reference to project management of Road Marking Works/Services projects - minimum four (4) Road Marking Works/Services projects in the last three (3) years each with a contract value in excess of €5,000.</li> </ul> <p><u>Note -:</u> For clarity, Management positions include all positions in the organisation other than site based Works Supervisors and Operatives/ Installation Technicians.</p>
<b>6.2</b>	A detailed organisational structure chart (e.g. organogram) illustrating the overall management structure within the organisation and the position held by each manager within that structure. This chart should confirm the identity of the competent person who has overall responsibility for health and safety issues.
<b>6.3</b>	A concise resumé detailing the specific health and safety competencies of the competent person identified as having overall responsibility for health and safety issues, and his/her Employment history with specific

	reference to fulfilling Health & Safety duties.
<b>6.4</b>	Confirmation of attendance during the past 3 years by the competent person at specific management health and safety training for a minimum of six (6) hours or one (1) day.
<b>7.0 Technicians or Technical Bodies responsible for Quality Control (Lots 1 &amp; 2)</b>	
<b>7.1</b>	Evidence of adequate skill, experience and resources to carry out the duties of Contractor in compliance with Safety Health and Welfare at Work Act 2005 and Safety Health and Welfare at Work (Construction) Regulations 2013, including the names of any group, body or organisation that the Applicant's company is a member of and which promotes and has an involvement in Health and Safety matters.
<b>8.0 Minimum Health and Safety Standards in regard to PSCS function (Lot 1 only)</b>	
<b>8.1</b>	<p>A detailed organisational structure chart (e.g. organogram) which illustrates the overall management structure within the organisation and the position held by each manager within that structure. This chart shall confirm the identity of the competent person who discharges the duties of PSCS on behalf of the company.</p> <p>Note - the requirements of this section can be included in the information provided in response to item 6.2 above.</p> <p>For clarity, Management positions include all positions in the organisation other than site based Works Supervisors and Operatives/Installation Technicians.</p>
<b>8.2</b>	A concise resumé detailing the specific health and safety competencies of the competent person with specific responsibility for the discharge of the PSCS appointment and function.
<b>8.3</b>	Confirmation of attendance by the competent person at specific independent PSCS training during the past three (3) years - minimum six (6) hours or one (1) day CPD - covering PSCS specifically under Health & Safety Regulations 2006-2013
<b>8.4</b>	In instances where external third party organisations are proposed by the Applicant to provide the PSCS service on their behalf, the application must include, in addition to (iii) & (iv) above, a confirmation letter from the Consultant, confirming his/her agreement to act in the role of PSCS for the Applicant under the <i>Road Markings – Standard Terms and Conditions</i>
<b>8.5</b>	<p><b>Note for Applicants Information -:</b></p> <p>The resumé for the competent person nominated to fulfill the role of PSCS must include the following information:</p> <ul style="list-style-type: none"> <li>- Employment history with specific reference to fulfilling Health &amp; Safety duties</li> <li>- A recognised professional qualification(s) in Health &amp; Safety provided by an independent training provider, such as -: <ul style="list-style-type: none"> <li>* Third level Certificate or Diploma in Health &amp; Safety</li> <li>* Managing Safely in Construction (CIF/IOSH)</li> <li>* Independent PSCS Training</li> </ul> </li> </ul> <p>or equivalent</p> <p>(Site induction courses or statutory training courses such as manual handling, Fás/Solas Safepass, Construction Skills Registration Cards (CSCS) are not acceptable forms of qualification)</p>
<b>9.0 CE Marking and Construction Products Regulation (Lots 1 &amp; 2)</b>	
<b>9.1</b>	As set out in Schedule 1, Section 1.3.6 – Technical Standards of Materials and Workmanship

## APPENDIX 4 – GLOSSARY OF TERMS

Applicant	an economic operator that submits an Application for Admission to the Dynamic Purchasing System (DPS)
Application	an Application for admittance to the Dynamic Purchasing System (DPS) submitted online pursuant to these Instructions
Assessment Period	the period during which the LGOPC is evaluating Applications
Contracting Authority / DPS Purchaser	an individual Local Authority as listed in Appendix 1
Contract	Contract formed between the Contracting Authority and the Service Provider as a consequence of a Request for Tender
Contractor	shall be read as having the same meaning as Service Provider and means an Applicant that is admitted to the Dynamic Purchasing System
Declarations	the declarations provided in response to the Selection Criteria
Dynamic Purchasing System (DPS)	a wholly electronic tendering process that contracting authorities can use to procure commonly used purchases the characteristics of which, as generally available on the market, meet the requirements of the contracting authorities
Instructions	this Instructions Document and all Appendices and Schedules hereto
Initial Closing Date	The latest date and time for receipt of applications for admission to this DPS
Personal Situation Declaration	the declaration in Schedule 5 which confirms whether or not the Applicant is subject to any of the mandatory or discretionary exclusion grounds in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016
Request For Tender	A request by a Purchaser to successfully appointed Service Providers to tender for a specific competition, undertaken in accordance with the procedure set out in these Instructions
Specification	the General Specification document set out in Schedule 1
Service Provider	shall be read as having the same meaning as Supplier/Contractor and means an Applicant that is admitted to the Dynamic Purchasing System
Supplygov	<a href="http://www.supplygov.ie">www.supplygov.ie</a> is an online procurement system utilised for the procurement of goods and services nationally for Local Authorities, government departments and other State agencies
Tender	a tender submitted by a Service Provider in response to a Request for Tender
Term	Period of Validity of Dynamic Purchasing System
The Directive	Directive 2014/24/EU of the European Parliament and of the Council
Working Hours	Between 9am and 5pm on a day that is not Saturday, Sunday, a public holiday established under the Organisation of Working Time Act 1997, Good Friday, or as specifically set out in the tender documents attached to the Request for Tender

## SCHEDULE 1: GENERAL SPECIFICATION

### 1.1 Specifications and Guidelines

- 1.1.1 All Road Marking Supplies & Services undertaken as part of this Dynamic Purchasing System (DPS) shall be in full compliance with this Specification.
- 1.1.2 This specification is compiled for the purposes of establishing a DPS for Road Marking Supplies & Services for Local Authorities. The technical requirements set out in this General Specification are non-specific. All Road Marking Supplies & Services will be undertaken in compliance with the technical standards as detailed and any further technical requirements as set out in the Requests for Tender.

### 1.2 Works, Supplies and/or Services

- 1.2.1 Service Providers supply and place all regulatory and non-regulatory Road Markings, Road studs and Removal of Road Markings/Road Studs.
- 1.2.2 The Road Marking Supplies & Services will be carried out on nominated Local, Regional, National Roads and Car Parks as required by Contracting Authorities during the Term for the DPS (two years).

### 1.3 Technical Standards of Materials and Workmanship

- 1.3.1 Service Providers must have adequate relevant experience with regard to Road Marking Supplies & Services.
- 1.3.2 It is the absolute responsibility of the Service Provider to be able to unambiguously demonstrate that a proper standard of workmanship has been executed, that the persons who have undertaken the Road Marking Supplies & Services are competent, possessing sufficient training, experience and knowledge appropriate to the nature of the work that has been performed and having particular regard to the size and complexity of such Road Marking Supplies & Services.
- 1.3.3 The materials and workmanship for thermoplastic road markings shall, as a minimum, comply with the following:
- Department of the Environment Manual : Guidelines and Tender Documentation for Road Marking Materials
  - Chapter 7 of the Traffic Signs Manual as published by the Department of Transport November 2010 and as amended.
- 1.3.4 In addition, the quality of the materials and workmanship shall comply with all relevant European Standards including IS EN 1423, IS EN 1424, IS EN 1436, IS EN 1871, IS EN1463 and Specification for Roadworks Series 1200 (Traffic Signs & Road Markings) as published by Transport Infrastructure Ireland, as may be required for any contract.
- 1.3.5 The appointed Service Provider will be fully responsible for the quality of the materials supplied and placed by them and their compliance with these technical requirements.
- 1.3.6 Proof of compliance with Work Requirements set out during a Request for Tender may be sought at any time during the contract. When requested, Service Providers shall confirm -:
- that all construction products associated with harmonised Standards will be CE marked and have a Declaration of Performance
  - that the Service Provider by submitting a Declaration of Performance (even if prepared by others) is assuming full legal responsibility for the conformity of the construction product with its declared performance

- that together with the technical specification, the Declaration of Performance will give all the information needed to judge whether the product(s) meets the essential characteristics in accordance with the applicable harmonised technical specifications
- that the CE mark shall be followed by the two last digits of the year in which it was first affixed, the name and the registered address of the manufacturer, or the identifying mark allowing identification of the name and address of the manufacturer easily and without any ambiguity
- That certification of an organisation's Factory Production Control system by a notified body will be available if so required under the regulation and requested

1.3.7 Permanent road markings shall be guaranteed for a minimum of 2 years as defined in IS EN 1436.

1.3.8 Where required, a Guarantee will be requested by the Contracting Authority for Permanent Thermoplastic Road Markings laid on cement bound and bituminous bound road surfacing including surface dressing during the course of a draw down Contract. During any guarantee, the Service Provider shall be required to replace or renew markings which fail to comply with one or more minimum values established in the draw down contract. The Guarantee will cover parameters from IS EN 1436 in respect of Durability, Reflectivity, Skid Resistance, Luminance and Chromaticity as set out in the Project Requirements for a contract being tendered.

1.3.9 The appointed Service Provider will be fully responsible for the quality of the materials and their compliance with the technical requirements as set out in the tender documents. Compliance will be verified by use of material conformance testing (remote and in-situ) and reference to the quality management systems within the production plant.

1.3.10 The proposed Road Marking Supplies & Services include but are not limited to those as described in this specification.

1.3.11 All works will be undertaken in compliance with the technical standards set out in this Schedule and any further technical requirements as set out in the Request for Tender.

## **1.4 Insurances**

1.4.1 Applicants admitted into the DPS will be required to get their Insurance Brokers/Company to complete the Insurance Questionnaires online at [www.Supplygov.ie](http://www.Supplygov.ie) prior to award of a Contract at Request for Tender stage.

1.4.2 The following Insurances are required prior to award of a Contract:

### **1.4.3 Public/Product Liability Insurance**

a. €6,500,000 for any one event

b. Maximum excess: €6,500

The €6,500,000 limit is for any one event. The limit of indemnity under the Public Liability Insurance must be for the full policy limit of €6,500,000. No inner limit reduction is permissible. The maximum permissible excess shall be € 6,500 for property only with no excess for death, injury or illness.

The policy shall include an indemnity to principals clause.

The successful Service Provider will be required to include the Contracting Authority as joint insured and may be required to include a non-vitiation clause.

The Service Provider will also be required to extend a public liability policy to include for products liability insurance to indemnify the Contracting Authority in relation to defective products supplied whether manufactured, altered or just sold by the Service Provider.



Public Liability Insurance must specifically be extended to include all motor vehicles to which the Road Traffic Acts does not apply (such as rollers, pavers, off site vehicles, etc.), alternatively such vehicles should be Scheduled (by Reg or VIN) in the Motor Policy.

#### 1.4.4 **Employers Liability Insurance**

- a. €13,000,000 for any one event
- b. Maximum excess: €6,500

The Employers Liability Insurance will meet the following requirements:

1. Cover must apply to the employees of the Service Provider engaged on the Contract
2. The liability for death or injury to employees must be covered on an unlimited basis
3. The cover must indemnify the Contracting Authority as principal and must include a non-vitiation clause
4. Cover must be extended to cover the Service Provider in respect of liability assumed by him under the Draw-down Contract, e.g. the description of the insurers business must be unambiguous

1.4.5 The Service Provider shall be liable for and shall indemnify the Contracting Authority for and in respect of all and any losses, claims, demands, damages or expenses which a Contracting Authority may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, wilful default or fraud of the Service Provider, its employees, sub-contractors or agents or any of them.

1.4.6 Service Providers do not need to have the insurances outlined above in place at the time of submitting an Application but will be required to put those insurances in place should they be successful in a Request for Tender Competition. The Contracting Authority will not be responsible for any cost incurred by Service Providers in putting in place the required insurances.

#### 1.4.7 **Employer Provisions**

The insurance on which the Employer is to be insured must provide that the term "insured" applies to each insured person as if a separate policy had been issued to each (without increasing the overall limit of indemnity) and non-compliance by the Service Provider or any other insured person does not affect the Employer's rights and the insurer waives all rights of subrogation and other action against each insured person.

The Service Provider's public liability policy must insure the Employer and Service Provider as insured, with a cross-liability clause. The Service Provider's employer's liability policy must indemnify the Employer against the liability for which it indemnifies the Contractor, including costs.

From the Starting Date until the date the Defects Certificate is issued, the Service Provider shall insure itself against liability for death, injury or illness of Service Provider's Personnel. For employees of Subcontractors, this obligation may be satisfied by ensuring that the Subcontractor maintains the insurance. The Service Provider shall ensure that this insurance includes a provision that indemnifies the Employer against any liability for which the Service Provider would be entitled to an indemnity, including costs, charges and expenses.

All insurance requirements for the Road Marking Supplies & Services under this DPS must be met by the Service Provider themselves or/and any subcontractors.

#### 1.4.8 **Insurance of Subcontractors**

Service Providers who are successful in being invited to participate in the DPS must confirm that their insurance will cover the acts and omissions (including negligence) of any subcontractor employed by them in connection with any Contract awarded under the DPS. Subcontractors cannot

be employed by the Service Provider to carry out activities that are specifically excluded from the Service Providers insurance policies.

It shall be the Service Provider's responsibility to ensure that any agent or sub-contractors of the Service Provider effect and maintain all insurance required by law and all other insurances as are necessary for the provision of the Road Marking Supplies & Services and remain valid for the duration of the contract. Any deficiencies in the cover or policy limits of such agents or sub-contractors shall be the sole responsibility of the Service Provider.

#### 1.4.9 Exclusions

If Service Providers are successful in being invited to participate in the DPS and have specific exclusions noted in their insurance policies which restrict or prohibit their ability to carry out certain Road Marking Supplies & Services of any contract (asbestos, working at heights etc.) under the DPS , the Service Provider at time of contract award will be required to either :

- o Have the exclusion removed from their insurance policy and employ a competent and appropriately insured specialist subcontractor to carry out the excluded activity and put in place contingency cover on the Service Providers insurance policy.

*or*

- o Have the specialist subcontractor included with the DPS Service Provider as a full joint insured on the subcontractors insurance policy and have the Purchaser joint insured on the subcontractor's insurance policy. Service Providers should note that the Contracting Authority will not be responsible for any cost incurred by the Service Provider in complying with the insurance requirements outlined above.

1.4.10 No DPS Service Provider shall be awarded a contract unless satisfactory evidence of insurance is submitted prior to contract award by the Insurance Broker/Company. Where the Insurance Policy in question lapses prior to the end of the Term of the DPS, it shall be the responsibility of the Service Provider to ensure that said policy is renewed and to ensure that the insurance details are updated on [www.SupplyGov.ie](http://www.SupplyGov.ie) as noted above.

1.4.11 The onus is on the Service Provider to ensure that their insurance is up to date and has not lapsed or been cancelled. Any failure to do so may result in immediate exclusion of the Service Provider for the Term of the DPS.

1.4.12 For Lot 1, Insurances must also cover the Service Provider's role as Project Supervisor for the Construction Stage (PSCS).

## 1.5 Payment & Invoicing

1.5.1 Payment will be made at the rates agreed in the Contract.

1.5.2 The Service Provider invoice shall show the following information:

- The Service Providers name and address
- The Service Providers VAT Registration Number
- Invoice number and date
- The Contracting Authorities order number
- The RFT (Request for Tender) reference number from the [www.SupplyGov.ie](http://www.SupplyGov.ie) system
- A detailed narrative describing the Supplies and Services provided

1.5.3 Payment: A number of the Contracting Authorities only pay via EFT (Electronic Fund Transfer) and the remittance is sent to Service Provider via email.

- 1.5.5 Where Contracting Authorities request clarification or further information on any matters relating to the tender or supporting documentation, such information shall be submitted no later than the date specified in the request.
- 1.5.6 Service Providers and their employees are expected to adhere to acceptable standards of behavior, i.e. standards expected of Contracting Authorities staff.

## **1.6 Health & Safety (Legal/Paperwork)**

- 1.6.1 DPS Service Providers will be required to comply with the Safety, Health and Welfare at Work Act 2005 and all Regulations, Codes of Practice and Guidance arising thereunder, including the Safety Health and Welfare at Work (Construction) Regulations 2013 and the Safety, Health and Welfare at Work (General Applications) Regulations 2007. All articles and substances supplied for use at work, including any plant, machine, tool or hazardous substance, shall comply with the requirements of the current Safety, Health & Welfare at Work Act, Regulations, Codes of Practice and Guidance.
- 1.6.2 All employees entering Local Authority sites shall have a Safe Pass Card, with SOLAS accreditation or equivalent.
- 1.6.3 The Safe Pass Card and CSCS equivalent qualifications (e.g. CSCS equivalent in Northern Ireland (CSR card)) will also be accepted. Details must be submitted or updated on [www.Supplygov.ie](http://www.Supplygov.ie) under the Service Providers 'checklist' and original cards must be available upon request on site on any given day.
- 1.6.4 Plant operators, as listed in the Schedule 5 of Safety, Health and Welfare at Work (Construction) Regulations 2013, must be in possession of a valid Construction Skills Certification Scheme (CSCS) card for the item of plant being operated.
- 1.6.5 All employees operating plant/vehicles shall have a current full driver's license pertaining to the item(s) of plant they are operating. Copies must be available upon request on site on any given day.
- 1.6.6 For construction work on roads the Service Provider shall ensure the following:
- i) Compliance with Regulation 97 of the Safety, Health and Welfare at Work (Construction) Regulations 2013 is complied with. The provision and maintenance of adequate Signing, Lighting and Guarding arrangements in compliance with DoT, 2010, Chapter 8 of the "Traffic Signs Manual" and "Guidance for the Control and Management of Traffic at Roadworks" – 2<sup>nd</sup> Edition where required.
  - ii) The provision of a person/persons in possession of a current CSCS card for Signing, Lighting and Guarding at roadworks when erecting, modifying and removing signing, lighting and guarding.
  - iii) All persons working on Roads shall be in possession of a current CSCS for Health and Safety at Roadworks or equivalent-
  - iv) If successfully appointed to the DPS, details of cards must be submitted or updated on [www.Supplygov.ie](http://www.Supplygov.ie) under the Service Providers 'checklist' prior to the award of any Contract.
  - v) The provision of a written, site-specific traffic management plan(s) for all projects as defined in Chapter 8 as Category A and B type works, where required.

## **1.7 Health & Safety (Project Supervisor Construction Stage) – Lot 1 Only**

- 1.7.1 Service Providers or their nominee may, if awarded a Contract, be appointed as Project Supervisor for the Construction Stage (PSCS) under the Safety, Health and Welfare at Work (Construction) Regulations 2013, as advised in the Request for Tender. (Any costs associated with the provision of PSCS role by a Contractor are the Contractors responsibility.)

- 1.7.2 If the role of PSCS is required, the Service Provider will be assessed at Request for Tender stage to demonstrate their competence or their outsourced nominee's competence to carry out the role.
- 1.7.3 Where a Service Provider enters a site where they are not the nominated PSCS, they must comply with any directions given by the PSCS. A more detailed Questionnaire (at the discretion of the Purchaser) will be required for any contractors that undertake the role of 'Project Supervisor Construction Stage' PSCS at contract stage.

## 1.8 Supplies and Services Terms & Conditions

- 1.8.1 The Service Provider is responsible for ensuring that the supplied materials and services meet the required Specification as detailed in this schedule and in any Request for Tender.
- 1.8.2 The Service Provider may be required to produce evidence of a quality control plan and quality control documentation to prove testing against and compliance with the required specification. The materials and workmanship shall be in accordance with the relevant Specification for each particular operation. Should the material and/or workmanship not conform to the standards, the Service Provider will be excluded from the DPS. All samples specified here and in the Request for Tender shall be provided free of charge, when required, to the Contracting Authority.
- 1.8.3 A Safety Data Sheet (SDS) must be supplied with all hazardous substances.
- 1.8.4 Delivery of materials shall be made as and where required by the Purchaser. No material shall be delivered on site by a Service Provider unless there is an authorized representative of the Contracting Authority, on site to receive, check and sign for the material.
- 1.8.5 Where a Purchaser is satisfied that a particular Service Provider cannot supply the required materials at such rate of delivery or in such quantity as will enable the work on hand to be carried out expeditiously and with such convenience as may be required, he may decide to procure from such other Service Provider as he considers appropriate.

## 1.9 Contract Performance

- 1.9.1 It is intended that Service Provider's performance will be monitored by the Contracting Authority during the execution of all contracts.
- 1.9.2 A **Performance Evaluation Report** will be completed by the Contracting Authority at the end of the Contract or earlier if necessary, that will record the performance of the Service Provider on the Contract. Such Reports will be copied to the Service Provider and consideration of such Reports may be incorporated into the Award Criteria for future centralised procurement competitions for Road Marking Supplies & Services. A copy of the **Performance Evaluation Report** is included in **Schedule 4**.
- 1.9.3 Where any Service Provider fails to satisfactorily perform a Contract, the Contract may be terminated and the Purchaser shall have the right to re-tender the contract.
- 1.9.4 Please refer to the *Standard Terms and Conditions for Road Marking Supplies & Services for Local Authorities* for full details of the Contract and Performance Review mechanism.

## SCHEDULE 2: CONTRACT EVALUATION & AWARD CRITERIA (LOT 1)

### 1.1 Contract Evaluation Criteria

1.1.1 Service Providers submitting a response to a Request for Tender must comply with the requirements listed in the Table hereunder, that will be assessed on a Pass/Fail basis.

1.1.2 Only those Tenderers passing all of the following Criteria will proceed for assessment in accordance with the Contract Award Criteria set out in part 1.2 below.

<b>Contract Evaluation Criteria (Lot 1)</b>		<b>Weighting</b>
<b>1</b>	<p><b>Proposed Project Team and Availability</b></p> <p>Upload confirmation in writing on company headed paper that the Service Provider has the required resources available to complete the Road Marking Supplies &amp; Services within the specified timeframe, respecting the nominated start and finish date outlined in the Request for Tender documents.</p>	<b>Pass/Fail</b>
<b>2</b>	<p><b>Details of Service Providers Proposed Project Team</b></p> <p>Upload details of the staff assigned to perform the contract in the form of an Organogram of the Project Team</p>	<b>Pass/Fail</b>
<b>3</b>	<p><b>Health &amp; Safety Competency of Workers</b></p> <p>For each member of the Project Team listed in the Organogram, details of the following must be entered on your Supplygov.ie account under 'My Checklist' -:</p> <ul style="list-style-type: none"> <li>▪ Solas/Fás Safepass Card, or equivalent</li> <li>▪ Valid 3-Day CSCS Certification for Signing, Lighting, Guarding at Roadworks, or equivalent for at least one member of the Project Team</li> <li>▪ Valid CSCS Certification for Working on Roads, or equivalent, for all members of the Project Team</li> </ul>	<b>Pass/Fail</b>
<b>4</b>	<p><b>Temporary Traffic Management Plan</b></p> <p>Upload confirmation in writing on company headed paper that <u>prior to the award of the Contract</u>, the Service Provider will provide the Purchaser with a Temporary Traffic Management Plan demonstrating compliance with section 1.6.6 of the General Specification.</p>	<b>Pass/Fail</b>
<b>5</b>	<p><b>Safety Statement</b></p> <p>Upload confirmation in writing on company headed paper that the Service Provider agrees <u>prior to the award of the Contract</u>, to submit a copy of the company's Safety Statement or equivalent document for examination and assessment for compliance with the provisions set out in the Safety, Health &amp; Welfare at Work Act 2005, and ensuing Regulations.</p>	<b>Pass/Fail</b>
<b>6</b>	<p><b>Health &amp; Safety/Project Supervisor for the Construction Stage (PSCS) Questionnaire</b></p> <p>Complete and upload the Health &amp; Safety/Project Supervisor for the Construction Stage (PSCS) Questionnaire included with the Request for Tender (<a href="#">at the discretion of the DPS Purchaser</a>)</p>	<b>Pass/Fail</b>

<b>7</b>	<p><b>Project Supervisor for the Construction Stage (PSCS)</b></p> <p>Upload confirmation in writing on company headed paper that the Service Provider has examined the preliminary Safety &amp; Health Plan issued with the Request for Tender, and agrees <u>prior to the award of the Contract</u>, to -:</p> <ul style="list-style-type: none"> <li>i) be appointed in writing as PSCS for the Road Marking Supplies &amp; Services</li> <li>ii) confirm acceptance of the PSCS role in writing</li> <li>iii) prepare the Construction Stage Safety &amp; Health Plan for the works that shall demonstrate an effective means of ensuring the implementation of the plan by the PSCS</li> <li>iv) comply with his/her obligations in regard to notifying the Health &amp; Safety Authority</li> <li>v) confirm identity of the competent person carrying out the role of PSCS</li> </ul>	<b>Pass/Fail</b>
<b>8</b>	<p><b>Compliance with Specification and Particular Requirements</b></p> <p>Upload confirmation in writing on company headed paper that the completed supplies &amp; services will comply with the requirements of the General Specification set out in Schedule 1 of the DPS Terms and Conditions for Lot 1, and as more specifically set out in the particular requirements of the Request for Tender.</p>	<b>Pass/Fail</b>

**1.2 Contract Award Criteria**

1.2.1 The Service Provider that achieves the highest ranking score by reference to the criteria below will be awarded the Contract.

Contract Award Criteria – Lot 1	Weighting
Most Economically Advantageous Tender Price (500 Marks)	100%

1.2.2 The lowest lump sum priced tendered for completion of the project will be awarded 100% of the **500** marks available for Price.

1.2.3 The remaining Tenders for the Competition will receive a pro rata mark for Price based on the difference between their total tendered cost and that of the lowest priced tenderer, expressed as a percentage of the lowest cost, i.e.

$$\text{Marks Awarded} = \frac{\text{Lowest Lump Sum Price}}{\text{Lump Sum Price being evaluated}} \times \text{Available Marks For Price (500)}$$

1.2.4 The marks awarded above will determine the highest scoring Service Provider who will be ranked No. 1 for the Tender Competition. The remaining Service Providers will be ranked in descending order, i.e. the next highest mark ranked No. 2, etc.

1.2.5 The Roadmarking Supplies & Services will be completed in accordance with the sample Contract attached as Schedule 4 to the *Standard Terms & Conditions for Road Marking Supplies & Services (Lot 1)* - a copy can be viewed at [www.etenders.gov.ie](http://www.etenders.gov.ie).

1.2.6 The acknowledgement of receipt of any Tender shall not constitute an actual or implied agreement between the Service Provider and the DPS Purchaser.

- 1.2.7 Where, after a competition, two or more Service Providers are level on marks the DPS Purchaser reserves the right to either;
- (i) Ask the equally ranked Service Providers to resubmit prices and continue this process until there is a winner, or
  - (ii) To divide the project between the equally ranked Service Providers, or
  - (iii) Award the contract by random selection concluded in an open and transparent forum, or
  - (iv) To re-tender the project
- 1.2.8 All Service Providers submitting a Tender in response to a Request for Tender will be informed of the outcome of the competition without delay following conclusion of the Request for Tender evaluation process. There is no standstill period for a specific contract entered into on the basis of a dynamic purchasing system. Details of the DPS Contract awarded will be published in a Contract Award Notice (or in a quarterly batch of Contract Award Notices) on the Official Journal of the European Union.
- 1.2.9 For the avoidance of doubt, an individual DPS Purchaser may award DPS Contracts on behalf of one or more DPS Purchasers.

### **1.3 Documentation to be provided for Contract Award**

- 1.3.1 In addition to the information to be provided when submitting a tender in response to a Request for Tender (as outlined in part 1.1 above), the successful Service Provider must provide to the Purchaser, any additional documentation required for the execution of the contract as provided for in the *Standard Terms & Conditions for Road Marking Supplies & Services for Local Authorities (Lot 1)*.

## SCHEDULE 3: CONTRACT EVALUATION & AWARD CRITERIA (LOT 2)

### 1.1 Contract Evaluation Criteria

- 1.1.1 Service Providers submitting a response to a Request for Tender must comply with the requirements listed in the Table hereunder, that will be assessed on a Pass/Fail basis. Applicants should note that not all of the criteria listed may apply to every Request for Tender.
- 1.1.2 Only those Tenderers passing all of the following Criteria will proceed for assessment in accordance with the Contract Award Criteria set out in part 1.2 below.

<b>Contract Evaluation Criteria (Lot 2)</b>		<b>Weighting</b>
<b>1</b>	<p><b>Proposed Project Team and Availability</b></p> <p>Upload confirmation in writing on company headed paper that the Service Provider has the required resources available to complete the Road Marking Supplies &amp; Services within the specified timeframe, respecting the nominated start and finish date outlined in the Request for Tender documents.</p>	<b>Pass/Fail</b>
<b>2</b>	<p><b>Details of Service Providers Proposed Project Team</b></p> <p>Upload details of the staff assigned to perform the contract in the form of an Organogram of the Project Team</p>	<b>Pass/Fail</b>
<b>3</b>	<p><b>Health &amp; Safety Competency of Workers</b></p> <p>For each member of the Project Team listed in the Organogram, details of the following must be entered on your Supplygov.ie account under 'My Checklist' -:</p> <ul style="list-style-type: none"> <li>▪ Solas/Fás Safepass Card, or equivalent</li> <li>▪ Valid 3-Day CSCS Certification for Signing, Lighting, Guarding at Roadworks, or equivalent for at least one member of the Project Team</li> <li>▪ Valid CSCS Certification for Working on Roads, or equivalent, for all members of the Project Team</li> </ul>	<b>Pass/Fail</b>
<b>4</b>	<p><b>Temporary Traffic Management Plan</b></p> <p>Upload confirmation in writing on company headed paper that <u>prior to the award of the Contract</u>, the Service Provider will provide the Purchaser with a Temporary Traffic Management Plan demonstrating compliance with section 1.6.6 of the General Specification.</p>	<b>Pass/Fail</b>
<b>5</b>	<p><b>Safety Statement</b></p> <p>Upload confirmation in writing on company headed paper that the Service Provider agrees <u>prior to the award of the Contract</u>, to submit a copy of the company's Safety Statement or equivalent document for examination and assessment for compliance with the provisions set out in the Safety, Health &amp; Welfare at Work Act 2005, and ensuing Regulations.</p>	<b>Pass/Fail</b>
<b>6</b>	<p><b>Compliance with Specification and Particular Requirements</b></p> <p>Upload confirmation in writing on company headed paper that the completed supplies &amp; services will comply with the requirements of the General Specification set out in Schedule 1 of the DPS Terms and Conditions for Lot 2, and as more specifically set out in the particular requirements of the Request for Tender.</p>	<b>Pass/Fail</b>



**1.2 Contract Award Criteria**

1.2.1 The Applicant that achieves the highest ranking score by reference to the criteria below will be awarded the Contract.

<b>Contract Award Criteria – Lot 2</b>	<b>Weighting</b>
Most Economically Advantageous Tender Price (500 Marks)	100%

1.2.2 The lowest lump sum priced tendered for completion of the project will be awarded 100% of the **500** marks available for Price.

1.2.3 The remaining Tenders for the Competition will receive a pro rata mark for Price based on the difference between their total tendered cost and that of the lowest priced tenderer, expressed as a percentage of the lowest cost, i.e.

$$\text{Marks Awarded} = \frac{\text{Lowest Lump Sum Price}}{\text{Lump Sum Price being evaluated}} \times \text{Available Marks For Price (500)}$$

1.2.4 The marks awarded above will determine the highest scoring Service Provider who will be ranked No. 1 for the Tender Competition. The remaining Service Providers will be ranked in descending order, i.e. the next highest mark ranked No. 2, etc.

1.2.5 The Roadmarking Services will be completed in accordance with the sample Contract attached as Schedule 4 to the *Standard Terms & Conditions for Road Marking Supplies & Services (Lot 2)* - a copy can be viewed at [www.etenders.gov.ie](http://www.etenders.gov.ie).

1.2.6 The acknowledgement of receipt of any Tender shall not constitute an actual or implied agreement between the Service Provider and the DPS Purchaser.

1.2.7 Where, after a competition, two or more Service Providers are level on marks the DPS Purchaser reserves the right to either;

1. Ask the equally ranked Service Providers to resubmit prices and continue this process until there is a winner, or
2. To divide the project between the equally ranked Applicants, or
3. Award the contract by random selection concluded in an open and transparent forum, or
4. To re-tender the project

1.2.8 All Service Providers submitting a Tender in response to a Request for Tender will be informed of the outcome of the competition without delay following conclusion of the Request for Tender evaluation process. There is no standstill period for a specific contract entered into on the basis of a dynamic purchasing system. Details of the DPS Contract awarded will be published in a Contract Award Notice (or in a quarterly batch of Contract Award Notices) on the Official Journal of the European Union. For the avoidance of doubt, an individual DPS Purchaser may award DPS Contracts on behalf of one or more DPS Purchasers.

1.2.9 For the avoidance of doubt, an individual DPS Purchaser may award DPS Contracts on behalf of one or more DPS Purchasers.

**1.3 Documentation to be provided for Contract Award**

1.3.1 In addition to the information to be provided when submitting a tender in response to a Request for Tender (as outlined in part 1.1 above), the successful Service Provider must provide to the Purchaser, any additional documentation required for the execution of the contract as provided for in the *Standard Terms & Conditions for Road Marking Supplies & Services for Local Authorities (Lot 2)*.

## SCHEDULE 4: PERFORMANCE EVALUATION REPORT

<b>Road Marking Supplies &amp; Services Contract Performance Evaluation (Lot 1)</b>	
<b>Details of Contract</b>	
<b>Contracting Authority:</b>	
<b>Purchaser :</b>	
<b>RFT Reference No.:</b>	
<b>Name of Contractor:</b>	
<b>Contractor Contact Name:</b>	
<b>Contractor Ranking:</b>	
<b>Details of Contract Awarded:</b>	
<b>Total Out-turn Cost (incl. VAT):</b>	€
<b>Comments:</b>	

<b>Evaluation Completed By -</b>	
<b>Purchaser Name:</b>	
<b>Purchaser Contact No:</b>	
<b>Purchaser email address:</b>	
<b>Date of Review:</b>	
<b>Signature:</b>	

Performance Evaluation of Road Marking Supplies & Services (Lot 1)					
Scoring Range	Excellent	Very Good	Good	Moderate	Poor
(Maximum of 20 to be scored for each criteria below)	17 - 20	13 - 16	9 - 12	5 - 8	0 - 4
Please give one rating for each criteria. Add comments as required to justify your rating.					
Evaluation Criteria (Total score available – 100)					Score
<b>1</b>	Adherence to the specified Project Programme [20]				
	<p><i>Did the Contractor complete the project within the specified timeframe?</i></p> <p><i>Were any difficulties or Delays encountered?</i></p> <p><i>Were there any issues arising from Temporary Traffic Management on site?</i></p>				
	<b>Comments</b>				
<b>2</b>	Quality of Workmanship [20]				
	<p><i>Was the required work completed in a good workmanlike manner?</i></p> <p><i>Did the Project Team demonstrate a desire to complete the work to a high quality?</i></p> <p><i>Did the Contractor provide the required confirmation of Quality of materials when requested?</i></p>				
	<b>Comments</b>				
<b>3</b>	Contractor Responsiveness [20]				
	<p><i>Could the Purchaser communicate easily with the Contractor?</i></p> <p><i>Were all issues arising addressed in a professional and timely manner?</i></p> <p><i>Did the Purchaser have to issue any requests for corrective action(s)?</i></p>				
	<b>Comments</b>				
<b>4</b>	Compliance with the requirements of Health & Safety Legislation [20]				
	<p><i>Did the Contractor/Supplier comply with the Safety, Health and Welfare at Work (Construction) Regulations 2013?</i></p> <p><i>Did all on-site members of the Project Team possess FÁS accredited Safe Pass cards and where applicable, CSCS cards?</i></p> <p><i>Did the activities of the Project Team demonstrate awareness of Health &amp; Safety risks associated with the project?</i></p> <p><i>Did the Contractor's site activities create any Health &amp; Safety risks?</i></p>				
	<b>Comments</b>				
<b>5</b>	Project Supervisor Construction Stage [20]				
	<p><i>Did the Project Supervisor Construction Stage (PSCS) carry out his/her duties in a professional manner?</i></p> <p><i>Was the developed Preliminary Health &amp; Safety Plan appropriate for the project (identified site particular risks &amp; measures)?</i></p> <p><i>Did the PSCS coordinate the implementation of the General Principles of Prevention during construction?</i></p> <p><i>Did the PSCS maintain records, take appropriate corrective action, and forward information to the PSDP for preparation of the Safety File?</i></p>				
	<b>Comments</b>				
<b>Total Score</b>					

## Road Marking Supplies & Services Contract Performance Evaluation (Lot 2)

Details of Contract	
<b>Contracting Authority:</b>	
<b>Purchaser:</b>	
<b>RFT Reference No.:</b>	
<b>Name of Contractor:</b>	
<b>Contractor Contact Name:</b>	
<b>Contractor Ranking:</b>	
<b>Details of Contract Awarded:</b>	
<b>Total Out-turn Cost (incl. VAT):</b>	€ <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>
<b>Comments:</b>	

Evaluation Completed By -	
<b>Purchaser Name:</b>	
<b>Purchaser Contact No:</b>	
<b>Purchaser email address:</b>	
<b>Date of Review:</b>	
<b>Signature:</b>	

Performance Evaluation of Road Marking Supplies & Services (Lot 2)					
Scoring Range	Excellent	Very Good	Good	Moderate	Poor
(Maximum of 25 to be scored for each criteria below)	17 - 25	13 - 16	9 - 12	5 - 8	0 - 4
Please give one rating for each criteria. Add comments as required to justify your rating.					
Evaluation Criteria (Total score available – 100)					Score
<b>1</b>	<b>Adherence to the specified Project Programme [25]</b>				
	<i>Did the Contractor complete the project within the specified timeframe?</i> <i>Were any difficulties or Delays encountered?</i> <i>Were there any issues arising from Temporary Traffic Management on site?</i>				
	<b>Comments</b>				
<b>2</b>	<b>Quality of Workmanship [25]</b>				
	<i>Was the required work completed in a good workmanlike manner?</i> <i>Did the Project Team demonstrate a desire to complete the work to a high quality?</i> <i>Did the Contractor provide the required confirmation of Quality of materials when requested?</i>				
	<b>Comments</b>				
<b>3</b>	<b>Contractor Responsiveness [25]</b>				
	<i>Could the Purchaser communicate easily with the Contractor?</i> <i>Were all issues arising addressed in a professional and timely manner?</i> <i>Did the Purchaser have to issue any requests for corrective action(s)?</i>				
	<b>Comments</b>				
<b>4</b>	<b>Compliance with the requirements of Health &amp; Safety Legislation [25]</b>				
	<i>Did the Contractor/Supplier comply with the Safety, Health and Welfare at Work (Construction) Regulations 2013?</i> <i>Did all on-site members of the Project Team possess FÁS accredited Safe Pass cards and where applicable, CSCS cards ?</i> <i>Did the activities of the Project Team demonstrate awareness of Health &amp; Safety risks associated with the project?</i> <i>Did the Contractor's site activities create any Health &amp; Safety risks?</i>				
	<b>Comments</b>				
<b>Total Score</b>					

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## **SCHEDULE 5: SELECTION ASSESSMENT DOCUMENTS**

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The following Declarations shall be completed in full in the template forms provided hereunder and uploaded as part of the online application process for entry onto the DPS:

- **PERSONAL SITUATION DECLARATION FORM**
- **Declaration C1:** HEALTH AND SAFETY – CONTRACTOR OR PSCS APPOINTMENTS, or equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001)
- **Declaration C3:** HEALTH AND SAFETY COMPLIANCE – CONTRACTOR, or equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001)
- **Declaration C4:** HEALTH AND SAFETY COMPLIANCE – PROJECT SUPERVISOR FOR THE CONSTRUCTION STAGE, or equivalent third party certification (e.g. Safe-T Cert or OHSAS 18001) - Applicable to Lot 1 only.
- **SERVICE PROVIDER REGISTRATION DETAILS FORM**
- **CERTIFICATE OF SATISFACTORY EXECUTION OF SERVICES AS CONTRACTOR AND PSCS - LOT 1 ROADMARKING SUPPLIES & SERVICES**
- **CERTIFICATE OF SATISFACTORY EXECUTION OF SERVICES AS CONTRACTOR - LOT 2 ROADMARKING SUPPLIES & SERVICES**

## Personal Situation Declaration Form

This Declaration of compliance with Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (SI 284 of 2016) **must** be signed by all **Service Providers**.

<b>Name of Service Provider:</b>	
<b>Address:</b>	
<b>Country:</b>	

Any Service Provider who is unable to answer NO to all of the questions relating to the Mandatory Eligibility Criteria will be assessed as a "Fail" and will not be admitted to the DPS.

Any Service Provider who is unable to answer NO to all of the questions relating to the Discretionary Eligibility Criteria may be assessed as a "Fail" and the Service Provider may, at the discretion of the LGOPC, not be admitted to the DPS.

<b>Please enter <u>Yes</u> or <u>No</u> as appropriate to the following statements relating to the current status of your organisation and/or any director or person(s) who has power of representation, decision or control over the organisation</b>		<b>Yes/No</b>
<b>Mandatory Eligibility Criteria</b>		
1.	The Service Provider has been the subject of conviction by final judgment of participation in a prescribed criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 <sup>th</sup> October 2008 within the last five years.	
2.	The Service Provider has been the subject of conviction by final judgment of 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 Ireland within the last five years.	
3.	The Service Provider has been the subject of conviction by final judgment of fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests within the last five years.	
4.	The Service Provider has been the subject of conviction by final judgment of terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or of inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision within the last five years.	
5.	The Service Provider has been the subject of conviction by final judgment of money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council within the last five years.	
6.	The Service Provider has been the subject of conviction by final judgment of child labour or 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 within the last five years.	
7.	The Service Provider has breached their obligations relating to the payment of taxes or social security contributions in Ireland or the law of the country within which the Service Provider is established and this breach has been established by a judicial or administrative decision having final and binding effect in Ireland or in accordance with the law of the country within which the Service Provider is established within the last five years.	
	If you have answered Yes to Question 7, please provide details of the relevant amount including	

	<p>a. confirmation of whether you have paid, or have entered into a binding arrangement with a view to paying the outstanding tax or social security contributions including any accrued interest and/or fines; or</p> <p>b. details of whether you were informed of the exact amount due following the breach and at such time that it did not have the possibility of taking measures as outlined above before the expiration of the deadline for submitting this tender.</p>	
<p><b>Discretionary Eligibility Criteria</b></p>		
<p><b>Please enter <u>Yes</u> or <u>No</u> as appropriate to the following statements relating to the current status of your organisation and/or any director or person(s) who has power of representation, decision or control over the organisation</b></p>		
8.	The Service Provider is bankrupt, the subject of bankruptcy proceedings, insolvency or winding-up proceedings, administration or liquidation proceedings, has had their business activities suspended or is in any analogous situation either in Ireland or the place of establishment of the Service Provider within the last three years.	
9.	The Service Provider has been found guilty of grave professional misconduct within the last three years.	
10.	The Service Provider has not complied with applicable obligations in the fields of environmental, social or labour law, established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive within the last three years.	
11.	The Service Provider has entered into agreements with other economic operators aimed at distorting competition within the last three years.	
12.	The Service Provider has shown 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 within the last three years.	
13.	The Service Provider has been 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, has withheld such information or is not able to submit the supporting documents required as set out in the Tender Documents for this procurement procedure within the last three years.	
14.	The Service Provider has undertaken to unduly influence the decision-making process of the contracting authority, 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 within the last three years.	

If the answer to any of questions 8-14 above is "Yes", please provide all relevant details including details on the gravity and particular circumstances of the criminal offence or misconduct involved and information specifying and demonstrating, the measures that you have taken to demonstrate your reliability and ability perform the contract including details in respect of (a) payment or any undertaking to pay compensation, (b) cooperation with relevant investigation authorities and (c) any technical, organisation and personnel measures that you have taken.



**THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE SERVICE PROVIDER'S ORGANISATION.**

I certify that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this Declaration may lead to my organisation being excluded from participation in this and future competitions.

Signed on Behalf of the Service Provider identified above, by -:

<b>Signed:</b>	
<b>Print Name:</b>	
<b>Position:</b>	
<b>E-mail Address:</b>	
<b>Date:</b>	

## DECLARATION C1: HEALTH AND SAFETY– CONTRACTOR OR PSCS APPOINTMENTS

[All sections to be completed in **BLOCK CAPITALS**]

<b>In relation to</b>	Contractor/PSCS Entry [Project Title]
<b>We</b>	Contractor/PSCS Entry [Name of Applicant Company]
<b>Proposing to act as</b>	Contractor/PSCS Entry [Required role: Contractor or Contractor and PSCS]

on the above project hereby declare the following:

1. Health and Safety management within the practice is the responsibility of:

Contractor/PSCS Entry [Name of person responsible]

2. We confirm that each member of staff is aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 and the Safety Health & Welfare at Work (Construction) Regulations 2013.

In particular we are familiar with our general duties as Contractors as outlined in Part 3 Regulations 24-29 of the *Safety Health & Welfare at Work (Construction) Regulations 2013*; also with the specific duties enumerated in Parts 4-14, Regulations 30-105 of those Regulations and Schedules 1-6 of those Regulations. We are aware of and will take into account the general principles of prevention as enumerated below when carrying out design construction work associated with the project and undertake to liaise with, communicate and cooperate with the PSDP and the PSCS in their roles.

Where the appointment includes the role of PSCS we are familiar with our duties as outlined in Part 2 Regulations 16-23 of the *Safety Health & Welfare at Work (Construction) Regulations 2013*. We are aware of and will take into account and communicate to all contractors (including specialists) the general principles of prevention as enumerated below when coordinating organizational or technical aspects of the project or the programme and undertake to liaise with, communicate and facilitate cooperation amongst the other duty holders under those Regulations, specifically Regulations 16 and 17 of the *Safety Health & Welfare at Work (Construction) Regulations 2013*.

### **GENERAL PRINCIPLES OF PREVENTION APPLICABLE TO CONTRACTOR AND PSCS**

The purpose of the General Principles of Prevention is to provide a framework within which account is taken when identifying hazards in the risk assessment required under *section 19* of the Safety, Health and Welfare at Work Act 2005.

- i) The avoidance of risks
- ii) The evaluation of unavoidable risks
- iii) The combating of risks at source
- iv) The adaptation of work to the individual, especially as regards the design of places of work, the choice of work equipment and systems of work, with a view to alleviating monotonous work and work at a predetermined rate and to reduce their effect on health
- v) The adaptation of the workplace to technical progress
- vi) The replacement of dangerous articles, substances or systems of work by non dangerous articles, substances or systems of work.
- vii) The giving to collective protective measures priority over individual protective measure
- viii) The development of an adequate prevention policy in relation to safety, health and welfare at work, which takes account of technology, organization of work, working conditions, social factors and the influence of factors related to the working environment.
- ix) The provision of appropriate training and instruction to employees.

4. We are aware as Contractors of our obligations under Section 17 (3) of the *Safety Health & Welfare at Work Act 2005* to ensure so far as is reasonably practicable that the project 'is constructed to be safe and without risk to health and that it complies in all respects, as appropriate, with the relevant statutory provisions'.

Where the appointment includes the role of PSCS we are aware as PSCS of our obligations under Section 17 (3) of the *Safety Health & Welfare at Work Act 2005* to ensure so far as is reasonably practicable that the project 'is constructed to be safe and without risk to health and that it complies in all respects, as appropriate, with the relevant statutory provisions'.

We confirm that all staff have received, read and will apply the Safety, Health and Welfare at Work (General Application) Regulations 2007, the Guide to the Safety, Health and Welfare at Work (General Application) Regulations 2007, and the HSA frequently asked questions on risk assessments available at:

<http://www.hsa.ie/eng/Topics/Managing Health and Safety/Safety Statement and Risk Assessment/>

Where the role required is Contractor risk assessments will be carried out and maintained on the job file.

Where the appointment includes the role of PSCS risk assessments will be sought and collected from contractors for inclusion in a Preliminary Safety & Health Plan which we as PSCS will prepare and update as appropriate.

We confirm that in our opinion this declaration is deemed to satisfy our obligations in relation to the following areas given the scope and nature of the proposed works:

- Health and Safety Policy and Organization;
- Arrangements;
- Competent Advice;
- Training and Information;
- Individual Qualifications and Experience;
- Monitoring, Audit and Review;
- Workforce Involvement;
- Accident/Incident Reporting, Review;
- Sub-consulting Procedures;
- Hazard Management and Risk Assessment; and
- Health and Welfare.

5. In relation to enforcement actions, legal proceedings accidents, fatalities or incidents associated with the discharge of our duties as Contractor or PSCS (whether the relevant discipline is the subject of this declaration or not) over the last three years

Contractor/PSCS Entry: There have been none. / See details attached

6. We confirm that in our opinion our organization is competent and adequately resourced to fulfil its obligations under the Safety, Health and Welfare at Work Act 2005 and that our organization has adequate resources to fulfil the role of Contractor or PSCS as stated above.

<b>CONTRACTOR/PSCS SIGNATURE:</b>		<b>DATE:</b>	
<b>APPLICANT NAME:</b>	Contractor/PSCS Entry [block letters]		
<b>TITLE:</b>	Contractor/PSCS Entry [block letters]		

**DECLARATION C3: HEALTH AND SAFETY COMPLIANCE – CONTRACTOR**

I hereby declare that the applicant has a Safety Statement in the format outlined at [http://www.hsa.ie/eng/Publications\\_Forms/Publications/Safety\\_and\\_Health\\_Management/Guidelines%20on%20Risk%20Assessments%20and%20Safety%20Statements.pdf](http://www.hsa.ie/eng/Publications_Forms/Publications/Safety_and_Health_Management/Guidelines%20on%20Risk%20Assessments%20and%20Safety%20Statements.pdf) which will be provided on request and that all of the requirements listed below are addressed in the Safety Statement as is the evidence relating to the *minimum standards* also listed below which have been met. If the requirements and minimum standards have not been addressed in the Safety Statement separate evidence is to be provided on request which demonstrates that such requirements and minimum standards have been met.

Requirements		Minimum Standards
<ul style="list-style-type: none"> <li>a copy of our current general health and safety policy;</li> </ul>		<ul style="list-style-type: none"> <li>a general Health and Safety policy document appropriate to a Health and Safety led Construction Management role;</li> </ul>
<ul style="list-style-type: none"> <li>an outline of our management organisational structure with regard to allocation of duties, delegation of responsibilities, etc., in relation to Health and Safety;</li> </ul>		<ul style="list-style-type: none"> <li>the relevant management organisational structure document indicating the duty holders responsible for Health and Safety;</li> </ul>
<ul style="list-style-type: none"> <li>copies of standard forms used for method statements and risk assessments as part of our duties under the Safety, Health and Welfare at Work Act 2005;</li> </ul>		<ul style="list-style-type: none"> <li>a standard method statements (relevant to projects of a similar size, nature and complexity) covering all stages of the construction project life cycle from initiation to project completion;</li> </ul>
<ul style="list-style-type: none"> <li>details of arrangements for continuing training of personnel in Health and Safety, including personnel who would be employed on the project;</li> </ul>		<ul style="list-style-type: none"> <li>evidence of training arrangements in place appropriate to the size and complexity of the work. (This must include specific Health and Safety training);</li> </ul>
<ul style="list-style-type: none"> <li>details of the company’s procedures for disseminating up-to-date developments on health and safety issues;</li> </ul>		<ul style="list-style-type: none"> <li>evidence that there is an adequate organisational structure in place within the company to facilitate the dissemination of up-to-date developments on health and safety issues.</li> </ul>
<ul style="list-style-type: none"> <li>details of the company’s arrangements for the co-ordination of information between the different contractors, suppliers and designers involved in a project;</li> </ul>		<ul style="list-style-type: none"> <li>evidence that there are adequate arrangements in place for the coordination of information between Contractor and PSCS with an adequate mechanism in place that tracks and records delivery and receipt of information distributed.</li> </ul>
<ul style="list-style-type: none"> <li>details of the methodology for the dissemination of health and safety information for the construction stage on this or equivalent projects;</li> </ul>		

<b>CONTRACTOR’S SIGNATURE:</b>		<b>DATE:</b>	
<b>CONTRACTOR’S NAME:</b>	Contractor Entry [block letters]		
<b>TITLE:</b>	Contractor Entry [block letters]		

**DECLARATION C4: HEALTH AND SAFETY COMPLIANCE – PROJECT**

## SUPERVISOR FOR THE CONSTRUCTION STAGE

I hereby declare that the applicant has a Safety Statement in the format outlined at [http://www.hsa.ie/eng/Publications\\_Forms/Publications/Safety\\_and\\_Health\\_Management/Guidelines%20on%20Risk%20Assessments%20and%20Safety%20Statements.pdf](http://www.hsa.ie/eng/Publications_Forms/Publications/Safety_and_Health_Management/Guidelines%20on%20Risk%20Assessments%20and%20Safety%20Statements.pdf) which will be provided on request and that all of the requirements listed below are addressed in the Safety Statement as is the evidence relating to the *minimum standards* also listed below which have been met. If the requirements and minimum standards have not been addressed in the Safety Statement separate evidence is to be provided on request which demonstrates that such requirements and minimum standards have been met.

The following evidence is to be provided at the appropriate time.....	.and.	.....the minimum standard is .....
<ul style="list-style-type: none"> <li>a copy of our current general health and safety policy;</li> </ul>		<ul style="list-style-type: none"> <li>a general Health and Safety policy document appropriate to a Health and Safety led Construction Management function;</li> </ul>
<ul style="list-style-type: none"> <li>an outline of our management organisational structure with regard to allocation of duties, delegation of responsibilities, etc., in relation to Health and Safety;</li> </ul>		<ul style="list-style-type: none"> <li>the relevant management organisational structure document indicating the duty holders responsible for Health and Safety;</li> </ul>
<ul style="list-style-type: none"> <li>copies of standard forms used for method statements and risk assessments as part of our duties under the Safety, Health and Welfare at Work Act 2005;</li> </ul>		<ul style="list-style-type: none"> <li>standard method statements (relevant to projects of a similar size, nature and complexity) covering all stages of the life cycle from early design stage to project completion;</li> </ul>
<ul style="list-style-type: none"> <li>details of arrangements for continuing Health and Safety training of PSCS personnel, including personnel who would be employed on the project;</li> </ul>		<ul style="list-style-type: none"> <li>evidence of training arrangements in place appropriate to the size and complexity of the work. (This must include specific Health and Safety training);</li> </ul>
<ul style="list-style-type: none"> <li>details of the company’s procedures for disseminating up-to-date developments on health and safety issues;</li> </ul>		<ul style="list-style-type: none"> <li>evidence that there is an adequate organisational structure in place within the company to facilitate the dissemination of up-to-date developments on health and safety issues.</li> </ul>
<ul style="list-style-type: none"> <li>details of the company’s arrangements for the co-ordination of information between the different contractors, suppliers and designers involved in a project;</li> </ul>		<ul style="list-style-type: none"> <li>evidence that there are adequate arrangements in place for the coordination of information between Contractors with adequate mechanism in place that tracks and records delivery and receipt of information distributed.</li> </ul>
<ul style="list-style-type: none"> <li>details of the methodology for the dissemination of health and safety information for the design and construction stage on this or equivalent projects;</li> </ul>		<ul style="list-style-type: none"> <li>evidence of adequate structured procedures relevant to the size and complexity of the project to ensure that PSCS role in coordinating Construction Safety Management is clearly demonstrated.</li> </ul>

<b>PSCS’S SIGNATURE:</b>		<b>DATE:</b>	
<b>PSCS’S NAME:</b>	PSCS Entry [block letters]		
<b>TITLE:</b>	PSCS Entry [block letters]		

## SERVICE PROVIDER REGISTRATION DETAILS FORM

The Service Provider must complete this section (please insert N/A if appropriate).  
 Where a Service Provider is a Consortium or Joint Venture, the main Service Provider’s questionnaire (complete with all common information) should be copied and filled out for each active member of that Consortium or Joint Venture. The questionnaires should then be submitted as a single application.

### Main/Lead Service Provider

Name of Service Provider:	
Address of Registered Head Office:	
Address(es) of Other Relevant Office(s):	
Date Business Commenced Trading:	
CRO Registration Number	

Fill in this box if the company is a subsidiary.

Name and address of parent company and interest parent has in Service Provider company (for example, wholly owned by single parent company):	
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Fill in this box if there are other companies in a group that will be involved in the contract.

Name and address of other companies in the group involved in this contract:	
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### Nature of Service Provider

Nature of Service Provider (for example, sole trader, private limited company, public limited company, Joint Venture):	
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Complete the relevant box below.

<b>Limited Company (Public or Private)</b>	
Company Registration Number:	

Year established:	
Number of years actively trading under present name:	
Name of Chairman/CEO/MD:	
Interest of Chairman/CEO/MD in other companies:	
Changes to group structures or mergers over the past 5 years:	

This box to be filled in only by the Lead of a Legal Partnership, a Consortium or any other type of Joint Venture.

<b>Consortium or a Joint Venture company</b>	
Names of all members in Consortium or Joint Venture company:	1.
	2.
	3.
	4.
Was Consortium or a Joint Venture company formed for this project?	
If you answered 'No' above, state number of years actively trading under present name:	
Method of financing Consortium or Joint Venture company:	

**Additional Service Provider Company Details**

Additional details of the Service Provider's Company are requested below if required

<p>Have the entities above ever traded or operated under another name?</p> <p>If so, list those names and details.</p>	
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## Certificate of Satisfactory Execution of Services as Contractor and PSCS - Lot 1 Roadmarking Supplies & Services

### List of Works/Services carried out as **Contractor and PSCS** over the last 3 Years

Provide details of three (3) Works/Services' Contracts (Contractor and PSCS) with a contract value in excess of €5,000 (excl. VAT) carried out on either a National Road, Regional Road, Local Road (or equivalent) over the past three (3) years.

Details for each project shall be set out in this template form. Applicants shall ensure that all information required for this criterion is included in the appropriate sections of this Form, and sign and date.

The Road Marking Works/Services projects listed must be similar in size, nature and complexity to the Road Marking Supplies & Services requirement defined in the Tender Documents for this competition.

The Service Provider agrees that the LGOPC can confirm the substantive details of these references with those nominated in the table.

### Reference No 1.

<b>Name and address of Contracting/Awarding Authority:</b>	
<b>Contact details for references in the Contracting Authority;</b>  <b>Name:</b>  <b>e-mail:</b>	
<b>Brief Description of Services Provided:</b>	
<b>Contract Value:</b>	
<b>Location where Contract was undertaken:</b>	
<b>Start Date:</b>	
<b>Date of Substantial Completion:</b>	



**Reference No 2.**

<p><b>Name and address of Contracting/Awarding Authority:</b></p>	
<p><b>Contact details for references in the Contracting Authority;</b></p> <p><b>Name:</b></p> <p><b>e-mail:</b></p>	
<p><b>Brief Description of Services Provided:</b></p>	
<p><b>Contract Value:</b></p>	
<p><b>Location where Contract was undertaken:</b></p>	
<p><b>Start Date:</b></p>	
<p><b>Date of Substantial Completion:</b></p>	

**Reference No 3.**

<b>Name and address of Contracting/Awarding Authority:</b>	
<b>Contact details for references in the Contracting Authority;</b>  <b>Name:</b>  <b>e-mail:</b>	
<b>Brief Description of Services Provided:</b>	
<b>Contract Value:</b>	
<b>Location where Contract was undertaken:</b>	
<b>Start Date:</b>	
<b>Date of Substantial Completion:</b>	

<b>Signed:</b>	<b>Date:</b>
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## Certificate of Satisfactory Execution of Services as Contractor - Lot 2 Roadmarking Supplies & Services

### List of Works/Services carried out as Contractor over the last 3 Years

Provide details of three (3) Works/Services' Contracts (Contractor) with a contract value in excess of €5,000 (excl. VAT) carried out on either a National Road, Regional Road, Local Road (or equivalent) over the past three (3) years.

Details for each project shall be set out in this template form. Applicants shall ensure that all information required for this criterion is included in the appropriate sections of this Form, and sign and date.

The Road Marking Works/Services projects listed must be similar in size, nature and complexity to the Road Marking Supplies & Services requirement defined in the Tender Documents for this competition.

The Service Provider agrees that the LGOPC can confirm the substantive details of these references with those nominated in the table.

### Reference No 1.

<b>Name and address of Contracting/Awarding Authority:</b>	
<b>Contact details for references in the Contracting Authority;</b>  <b>Name:</b>  <b>e-mail:</b>	
<b>Brief Description of Services Provided:</b>	
<b>Contract Value:</b>	
<b>Location where Contract was undertaken:</b>	
<b>Start Date:</b>	
<b>Date of Substantial Completion:</b>	

**Reference No 2.**

<p><b>Name and address of Contracting/Awarding Authority:</b></p>	
<p><b>Contact details for references in the Contracting Authority;</b></p> <p><b>Name:</b></p> <p><b>e-mail:</b></p>	
<p><b>Brief Description of Services Provided:</b></p>	
<p><b>Contract Value:</b></p>	
<p><b>Location where Contract was undertaken:</b></p>	
<p><b>Start Date:</b></p>	
<p><b>Date of Substantial Completion:</b></p>	

**Reference No 3.**

<b>Name and address of Contracting/Awarding Authority:</b>	
<b>Contact details for references in the Contracting Authority;</b>  <b>Name:</b>  <b>e-mail:</b>	
<b>Brief Description of Services Provided:</b>	
<b>Contract Value:</b>	
<b>Location where Contract was undertaken:</b>	
<b>Start Date:</b>	
<b>Date of Substantial Completion:</b>	

<b>Signed:</b>	<b>Date:</b>
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