

THIS AGREEMENT is dated 25 April 2018

**ROYAL DUBLIN SOCIETY of
Ballsbridge, Dublin 4**

TENDER FOR: Parking management &
ancillary services at RDS Campus

REFERENCE : Parking management &
ancillary services tender

TENDER RETURN DATE AND TIME
(DEADLINE): Thursday 31st of May 2018
at 3pm sharp

1. INTRODUCTION AND BACKGROUND

The RDS is issuing this invitation to tender (**ITT**) to interested parties in connection with the activities described in the specification set out in *Schedule 2 (Specification)*.

Each tender (**Tender**) submitted by each party who responds to this ITT (**Tenderer**) should be detailed enough to allow the RDS to make an informed selection of the most appropriate solution.

Subject to the terms of this ITT, the RDS proposes to enter into a formal contract (**Contract**) with the successful Tenderer. This contract may take the form of a licence arrangement.

1.1 Introduction to the Royal Dublin Society

Home to Ireland's best known venue, the RDS is Ireland's Philanthropic Society. It was founded in 1731 to support Ireland to thrive economically and culturally. Funded by our commercial operations, the RDS continues this mission today through our philanthropic work programme that spans across science, the arts, agriculture, business and equestrianism.

1.2 Scope of the Services

The indicative scope of the service will be as detailed in Schedule 2. Whilst this may not be an exhaustive list, it will be indicative of the activities required.

1.3 **Contract term**

The RDS:

- (a) proposes to enter into one or more Contracts for a maximum period of five years with the successful Service Provider;
- (b) anticipates that the commencement date of the Services will be Monday 1 October 2018.

1.4 **Purpose and scope of this ITT**

This ITT:

- (a) asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT;
- (b) sets out the overall timetable and process for the procurement to Tenderers;
- (c) provides Tenderers with sufficient information to enable them to provide a compliant Tender;
- (d) explains the administrative arrangements for the receipt of Tenders.

1.5 Regarding requests for clarifications any enquiries or requests for clarification of any matters arising from this ITT should be sought from Deputy Chief Executive-Premises Dept at the RDS and must be made in writing by post or email as follows:

- Contact name: Deputy Chief Executive-Premises
- Address: RDS Finance Reception, Anglesea Road, Royal Dublin Society, Ballsbridge, Dublin 4
- Email: tenders@rds.ie

Tenderers are advised not to rely on communications from the RDS in respect of the Services or ITT unless they are made in accordance with these instructions. The deadline for requests for clarification is set out in clause 2.

1.6 Clarifications about the contents of the Tenders

The RDS reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tenderer's Tender or request for information during the evaluation phase. Tenderers are asked to respond in writing to these requests promptly and to avoid vague or ambiguous answers.

2. TENDER TIMETABLE

2.1 Key dates

The Timetable is currently anticipated to be as follows:

Event	Date
ITT issued.	26th April 2018
Suppliers confirm that they will respond to ITT.	18th May 2018 at 3pm
Deadline for receipt of clarifications.	18 May 2018 at 3pm
Target date for RDS responses to clarifications.	Week commencing May 21st 2018
Deadline for receipt of Tenders.	31 May 2018 at 3pm sharp
Contract start	Monday October 1 st 2018
Target commencement date of the Services.	Monday October 1 st 2018

RDS may, at its sole discretion, vary the above Timetable and shall notify all Tenderers as soon as possible. RDS may also carry out short-listing within a tender process without notification.

2.2 Deadline for receipt of Tenders

The respondent is required to confirm whether or not it will be submitting a response to this ITT by email (tenders@rds.ie) or post by no later than the date set out in the Timetable.

Responses to this ITT must arrive at the address and in the manner prescribed under *section 3.1* no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. The RDS may, however, in its own absolute discretion extend the Deadline and, in these circumstances, the RDS will notify all Tenderers of any change.

2.3 Contract award

Contract award is subject to the formal approval process of the RDS. Until all necessary approvals are obtained, no Contract(s) will be entered into.

2.4 Contract award notification

Once the RDS has reached a decision in respect of contract award, it will notify all Tenderers who submitted a valid tender of that decision. The RDS will not be obliged to discuss reasons for declining any response.

3. TENDER COMPLETION INFORMATION

3.1 Formalities

The envelope, packing or postmark must be sealed and must not indicate the identity of the Tenderer. Tenders with external identification may not be opened or considered. It must be clearly labelled "Parking & Ancillary services" Tender ".

It must be addressed as follows:

Private & Confidential-Deputy Chief Executive-Premises Dept., RDS Finance Reception, Anglesea Road, Royal Dublin Society, Ballsbridge, Dublin 4, D04 AK83

The following requirements must be adhered to when submitting Tenders:

- (a) the Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT;
- (b) each Tender must be uniquely named or referenced;
- (c) each page must be single sided;
- (d) a table of contents must be provided;
- (e) the Tender must be fully cross-referenced;

- (f) a list of supporting material must be supplied;
- (g) pages must be A4 in size or, where necessary, A3 folded in half;
- (h) It is recommended the tender submission be delivered by registered post to RDS Finance Main Reception. RDS will not accept responsibility for items delivered without registered post.

The Tender must be clear, concise and complete. The RDS reserves the right to mark a Tenderer down or exclude it from the procurement if its Tender contains any ambiguities or lacks clarity.

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. In the case of a partnership, all the partners should sign or, alternatively, only one may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading. The authority document included in Schedule 4 must be fully completed and returned with any Tender.

Please supply details of the person at your organisation who can be contacted by the RDS in relation to your response. Please give details of any other people within your organisation who should be contacted to answer queries in relation to specific areas of your response. For each person please give their:

- name;
- title;
- address and location;
- telephone number; and
- email address.

3.2 **Contract**

Certain details relating to the Contract that the RDS proposes to use will be available in strictest confidence as part of the clarifications process at 1.5 above. Any details of the contract may be subject to change by the RDS, at their sole discretion.

3.3 **Documents forming the Contract**

The following documents shall form part of the Contract between the RDS and the successful Tenderer(s):

- (a) the Contract and its Schedules;
- (b) the Specification;
- (c) responses to requirements in the form required by the Customer (as completed by the Service Provider).
- (d) Data processing agreement

3.4 **Changes affecting a Tenderer**

Tenderers must inform the RDS in writing of any change in control, composition or membership of that Tenderer. In these circumstances, the RDS reserves the right to disqualify the Tenderer from any further participation in the procurement process.

3.5 **Consortia and subcontractors**

The RDS requires all Tenderers to identify whether and which subcontracting arrangements apply in the case of their Tender, and precisely which entity they propose to be the Service Provider.

3.6 **Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the RDS, its advisors, nor any other awarding entities will accept any liability in any circumstances for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability howsoever arising in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT (including its Schedules) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. No representations or warranties are made in relation to these statements, opinions or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by, or on behalf of, the RDS.

All suppliers should note that any quantities or volumes contained in this ITT are for indicative purposes only, and any future quantities or volumes may vary from those stated.

If a Tenderer proposes to enter into a Contract with the RDS, it must carry out its own due diligence enquiries and rely only:

- on its own enquiries and judgment in relation to this procurement, including the preparation of its Tender; and
- on the terms and conditions set out in the Contract(s) (as such Contract may be varied or updated and as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, or in a clarification should be regarded as a commitment or representation on the part of the RDS (or any other person) to enter into a contractual arrangement.

All tenderers are recommended to seek their own financial, HR and legal advice.

3.7 **Confidentiality**

The contents of this ITT must not be copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling the Tenderer to submit a Tender.

3.8 **Publicity**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the RDS has given express written consent to the relevant communication.

3.9 **RDS's rights**

The RDS reserves the right to:

- (a) waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the RDS;
- (b) seek clarification or documents in respect of a Tenderer's submission;
- (c) disqualify any Tenderer that does not submit a compliant Tender in accordance with this ITT;

- (d) disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest or the tender process. Any Tenderer who directly or indirectly canvasses any employee of the RDS concerning the award of the Contract will be disqualified. The RDS may exclude any Tenderers from the tender process who have been found to be in breach of confidentiality or intellectual property rights and may pursue any remedy or take any other action for breach as it considers appropriate;
- (e) withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- (f) choose not to award any Contract as a result of the current procurement process; and
- (g) make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

3.10 **Tender costs**

The RDS will not in any circumstances be liable for any Tender costs, expenditure, work or effort incurred by a Tenderer in carrying out enquiries in relation to, proceeding with, or participating in, this procurement, including if the procurement process is terminated or amended by the RDS.

3.11 **Intellectual property**

All intellectual property rights in this ITT and all materials provided by the RDS or its professional advisors in connection with this ITT are and shall remain the property of the RDS and/or its professional advisors.

SCHEDULE 1: LICENCE-CONTRACT

Draft contract/licence or contract/licence details

Available in strictest confidence upon request from confirmed tenderers under the conditions of the clarifications section at 1.5 above

Schedule 2 Specification

Operational Specifications

- All personnel should hold good local knowledge and command of the English language.
- Provision of a contract manager to liaise with the RDS supplying agreed reports both financial and operational.
- Provide full time site supervision.
- All personnel to be trained to the highest customer service levels.
- All personnel to be properly uniformed with the correct PPE. (please include suggested colour photo of branded clothing)
- Staffing levels and parking plans to be agreed at weekly operational meetings.
- Work with the RDS on its good neighbour policy proposing, introducing & assist with implementing new initiatives
- Maintaining the cleanliness of surface car parks, general litter picking.
- Appropriate Health & Safety standards to be maintained at all times including hazard notification and risk mitigation.
- Provision of all operating equipment,buggies,fuel,clamps,cleaning equipment,Radio's,.
- Provision of all permit issue systems to all patrons of various categories.
- Cash collection and banking including audit and reconciliation reporting.
- Garda vetting of all site personnel.
- Site personnel to be fully conversant in current Child Protection legislation.
- Contribute to the RDS Sustainability policies and accreditation (i.e. ISO50001)
- Complaints register to be maintained.
- Aspire to achieve service consistent with European Parking standard check list.
- RDS maintains a Members car park Monday to Friday 07.00hrs to 19.00hrs one attendant must be provided in this area as part of the Tender Package.

-Provision of Gate Security & Cleaning Attendant to be included in the Tender package.

-Gate Security X 1 Attendant 07.00hrs -19.00hrs Daily Monday to Friday including bank holidays

Cleaning Attendant- 07.00-11.00hrs Monday to Friday –Litter picking and service of outdoor bins including bank holidays

Financial Specifications & considerations:

- 1.RDS require Tenderer to state the percentage (and/or part-percentage) of the ex-vat receipts to be paid /retained in consideration for
- (a) each individual service AND separately,
 - (b) the entire suite of services.

Separately, the RDS would ask Tenderers to state an ex-vat labour hourly rate that would apply in a case where additional labour is required by RDS over and above those specified in this tender.

2. Soft copy (preferably MS Excel) of Monthly, Year to date & rolling 12-month Revenue by gate location/HHU by hour/day/month strictly by 5pm on working day 3 at the start of each new calendar month for the previous calendar month.

This data should include a comparative summary against previous months, and same month in prior year, and explanation for fluctuations.

3. Full suite KPI and cash verification reports strictly by 5pm on working day 5 of each new calendar month, to include full details of verification audits and discrepancy investigations undertaken during the previous month.

4. Annual Broker confirmation of insurances to be supplied to RDS at each renewal together with written confirmation the Royal Dublin Society is named as a co-insured / joint insured under Insurance policy and that the policy includes a cross liabilities clause, where applicable.

5. Allocation of RDS site-specific (and backup) technology/HHU and to grant RDS unrestricted read/monitor access to live & historic handheld data held on those devices, as they relate to the RDS.

6. Tax clearance status

Other considerations:

Demonstrate ability to proactively manage parking queues and fast track/ trouble shoot in the case of cars backing up/ queueing onto road (i.e. site-specific training)

Schedule 3 Form of Tender

FORM OF TENDER: TENDER CERTIFICATE

To:

Date:

PROVISION OF: Parking & ancillary services

REFERENCE NUMBER: Parking & ancillary services tender

I warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT.

Signature

Name and Status

Signature

Name and Status

For and on behalf of

[NAME OF COMPANY, PARTNERS OR CONSORTIUM]

Co. Reg No

CHY No_

Vat Number

Tax Clearance Access No.
