



**Request for Quotation  
For the provision of  
Panel of experts to provide expert advice to SEAI  
Schools Programme**

Sustainable Energy Authority of Ireland

**Important Note**

Completed quotation must be received no later than:

**12:00 hours on 7<sup>th</sup> August 2020**

**Procurement under €25,000 (ex VAT)**

**Any quote submitted above that value will be deemed inadmissible**

## **CONTENTS**

1. Introduction
2. Specification of Requirements
3. Acceptance of Conditions of Quoting
4. Qualification, Evaluation and Award Criteria
5. Format of Quotation
6. Schedule of Costs
7. Quotation Procedure
8. Declaration of Bona Fides / Statutory Obligations
9. Waiting Period
10. Disclaimer

## **Appendices**

- A. Conditions of Quote
- B. Declaration of Bona Fides

## **1. INTRODUCTION**

SEAI is Ireland's national energy authority investing in, and delivering, appropriate, effective and sustainable solutions to help Ireland's transition to a clean energy future. We work with Government, homeowners, businesses and communities to achieve this, through expertise, funding, educational programmes, policy advice, research and the development of new technologies.

SEAI is funded by the Government of Ireland through the Department of Communications, Climate Action and Environment.

### **Objectives of SEAI's Education Programme**

Among the objectives of the SEAI Schools Programme are:

- to excite and inspire students about energy, environment and climate change;
- that children learn a holistic and positive approach to sustainable energy; this is achieved via inquiry-based science education and application of knowledge and skills to real life situations;
- to embed sustainable energy in all relevant curricula within Irish school system in an integrated manner. (The Department of Education and Skills sets the curricula for all subjects via the National Council for Curriculum and Assessment);
- that all schools have a whole school approach to energy education and have an embedded culture of sustainable energy.

### **Overview of the Schools Programme**

SEAI provides a range of curricular aligned resources for teaching energy at all levels of the primary and post primary school system. These include:

- a) **Primary Resources** – which offers a whole school approach to learning about sustainable energy.
- b) **Post Primary Resources** – activities and ideas designed to support the teaching and learning of energy in the Junior Cycle of post primary schools.
- c) **Workshops** – pupil and teacher CPD workshops are available throughout the Republic of Ireland on the topic of sustainable energy for all levels to support above teaching resources.
- d) **Website** – extensive curriculum linked information to assist teachers and pupils in their specific subject areas (worksheets, lesson plans, factsheets) <http://www.seai.ie/Schools/>
- e) **Printed materials** – books, posters and leaflets (aligned with activities on website).
- f) **Energy In Education** – a suite of supports for schools who want to improve their energy use practices and reduce school operating costs. This programme is run in partnership with the Department of Education and Skills and provides training workshops, technical advice and extensive resources <http://www.energyineducation.ie>.

#### **1.1 Objective of Request for Quotation**

The objective of this Request for Quotation is to appoint a panel of education experts to provide expert advice in relation to development of the SEAI Education programme content.

## **2. SPECIFICATION OF REQUIREMENT**

### **2.1 Deliverables**

The panel of 4 will be required to work with the SEAI Education Programme Executive on various tasks which may include but not limited to:

- Advice and input on strategy to include research among stakeholders, evaluation and reporting
- Reviewing existing environmental education resources (SEAI's and others) in line with the curriculum for early years, primary and post primary levels in Irish education system and providing feedback and advice
- Advice on the development of new resources and the teaching of sustainable energy in the formal and informal education setting

#### **Key skills for this panel:**

- Experience and expertise in environmental education
- Appreciation and knowledge of recent trends in climate change and awareness of international responses to the situation, particularly regarding youth action and activism
- In depth knowledge and appreciation of the Irish education system
- Understanding and interest in SEAI, particularly the Education Programme
- Strong organisation, planning, implementation and tracking
- Creativity and innovation regarding programme development and delivery
- Communication and decision-making skills

### **2.2 Rules of panel and expected value**

#### **Framework Panel rules**

For the avoidance of doubt, the person ranked first will be the first person contacted and offered the first piece of work, each subsequent piece of work will be offered to the next person ranked. Once the last person on the list is contacted, the rotation starts back at the top and the process is repeated. When a piece of work is awarded and the list is not exhausted, the “unavailable / not contactable person” will be contacted again in the next rotation.

Subject to satisfactory performance, the panel will operate up to the overall limit of this RFQ of €25,000 ex VAT.

This panel will be in place for 3 years initially with an option to extend it for one additional year.  
Note to bidders: Being admitted to this panel is not a guarantee of work being offered by SEAI.

## **3. ACCEPTANCE OF CONDITIONS OF BIDDING**

By responding to this Request for Quotation, each bidder is required to accept the Conditions of Quote (contained in Appendix A) and the provisions of this Request for Quotation document.

## **4. EVALUATION OF QUOTATIONS AND AWARD CRITERIA**

### **4.1 Qualification Process**

Quotations which do not satisfy all of the following *qualification* criteria will be excluded from this competition:

- (a) submitted on time,
- (b) none of the circumstances listed at Appendix B,
- (c) the Bidder is not economically, legally, commercially or financially related to one or more other Bidders in a way that would impede in any way the incentive that the Bidder should have to compete to be a Service Provider in the competition. For the avoidance of doubt, in the case where the Bidder is a consortium, partnership, a joint venture or a group of any kind, all members of the partnership, consortium, joint venture or group must make all certifications required herein, and
- (d) Quotation is completed, as specified in Format of Quotation and Schedule of Costs section of this document.

Bidders should note that only those Quotations which meet all of the above qualifying criteria will be eligible for inclusion in the evaluation process.

### **4.2 Award Criteria**

Quotations will be evaluated by an Evaluation Team composed of employees of SEAI. The contract will be awarded from the qualifying bids on the basis of the most economically advantageous bid using the following award criteria:

<b>Award Criteria</b>	<b>Minimum Score</b>	<b>Maximum Score</b>
1. Demonstrate relevant experience and expertise in primary or post primary education to be applied to the services required;	20	35
2. Demonstrate the key skills required which are outlined in section 2.1;	18	30
3. Cost	n/a	35
<b>Total</b>		<b>100</b>

**Bidders must obtain the minimum marks for Award Criteria 1 and 2 in order to be evaluated under award criteria 3 costs.**

## **5. FORMAT OF QUOTATION**

**5.1** The quotation must contain specific responses to each of the following items (response not to exceed 10 pages):

- a) Demonstration of ability to address all aspects of the requirements and where appropriate experience of similar activities, bidders should demonstrate expertise in primary or post primary education, including 2 examples of relevant work;
- b) Demonstrate you have the skills required in section 2.1 of the RFQ;
- c) Provide a CV of experience no more than 1 page;
- d) A detailed cost schedule (see Section 6 on Costs);
- e) Valid insurance certificates (Professional Indemnity) or confirmation that this can be made available once the bidder becomes the preferred bidder. The following are the minimum required levels of insurance:
  - Professional Indemnity (limit €600,000)
- f) Confirmation of acceptance by the bidder and any third parties of the Conditions of Quote described in Appendix A of this Request for Quotation and the provisions of this Request for Quotation generally;
- g) Confirmation that none of the circumstances listed in Appendix B of this Request for Quotation apply to the bidder.

**5.2** Bidders are free to furnish any additional information which they so wish in support of their quotation.

## **6. SCHEDULE OF COSTS**

SEAI awards its contracts on the basis of a fixed price contract. As such the bidder should state a total fixed cost for providing all of the required services (including a daily rate, if appropriate). Submitted quotations should confirm that quoted costs hold good for 120 days after the closing date for receipt of quotation.

**Bidders must complete all sections of the Pricing Table below.**

The Department of Education and Skills have set rates per lecture and T&S. SEAI remind bidders should be mindful of this rate while quoting.

	Costs ex VAT
Daily Rate	

Cost will be evaluated by using following formula [maximum score \* (lowest quote cost/quote cost)]

- a) The costs must be in euro.

- b) Travel costs, travel time, subsistence and other incidental expenses are not reimbursed by SEAI.
- c) The costs shall be exclusive of all taxes including VAT. VAT and other appropriate taxes shall be quoted separately where appropriate and at the appropriate rate. Where VAT is not applicable this should be explicitly stated.
- d) Unquantified costs will not be accepted.
- e) Bidders should indicate clearly any discounts to which SEAI may be entitled, including:
  - Public sector discounts
  - Any other discounts
- f) Bidders should provide an itemised breakdown of the cost of any options being proposed beyond the minimum requirements.
- g) SEAI will not be responsible for any errors on the calculation of the costs provided in response to this Request for Quotation. It is the responsibility of bidders to ensure that the costs quoted are correct and properly calculated.

## 7. QUOTATION PROCEDURE

- 7.1 Queries arising from this Request for Quotation document should be submitted in writing by e-mail to: [emer.barry@seai.ie](mailto:emer.barry@seai.ie) and [aoife.cannon@seai.ie](mailto:aoife.cannon@seai.ie)  
The deadline for receipt of queries is 12:00 noon on **17<sup>th</sup> July 2020**. Queries received after this date will not be responded to. All responses to queries raised will be e-mailed to all bidders. SEAI will endeavour to issue such responses as soon as possible. SEAI accepts no responsibility for the successful delivery of e-mail. No other communication may be entered into with any employee of SEAI in relation to this Request for Quotation.
- 7.2 Quotations should be submitted electronically to [emer.barry@seai.ie](mailto:emer.barry@seai.ie) and [aoife.cannon@seai.ie](mailto:aoife.cannon@seai.ie) no later than 12:00 noon on **7<sup>th</sup> August 2020**.
- 7.3 During the evaluation period clarification may be sought in writing from bidders. Response to requests for clarification may not materially change any of the elements of the quotation submitted. No unsolicited communications from bidders will be entertained during the evaluation period. A number of the most competitive bidders may be invited to make presentations on their proposals for the purpose of elaboration, clarification and/or aiding understanding. Bidders will be required to bear their own costs in respect of any such presentations or demonstrations.
- 7.4 For the avoidance of doubt, this Request for Quotation supersedes all previous documentation and correspondence and Bidders should place no reliance on same. Bidders to this Request for Quotation are required to study its contents carefully, including the information contained in the Appendices. Bidders are further drawn to the provisions of Appendix A to this Request for Quotation which contains conditions and disclaimers that apply to and govern this Request for Quotation and the entire process and the attention to which all Bidders are once again

particularly drawn and which by providing a Response to this Request for Quotation will be bound.

**8. Declaration of Bona Fides / Statutory Obligations**

- 8.1 Bidders must complete, sign and date the Declaration contained in Appendix B relating to Bona Fides confirming that none of the statements contained therein apply to them in addition to confirming that they are compliant with all of the relevant Statutory Obligations.

**9. Waiting Period**

- 9.1 Although Directive 2014/24/EU does not apply to this request for quotation, SEAI will not conclude a contract until at least three calendar days after the day on which the unsuccessful Bidders have been sent the appropriate notice informing them of the result of this procurement competition ("Waiting Period"). The preferred Bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Waiting Period. Bidders should note that the Contracting Authority may, when notifying unsuccessful Bidders of the results of this public procurement competition, including scores obtained by the Bidder concerned and the scores obtained by the preferred Bidder in respect of each award criterion assessed by SEAI.

**10. DISCLAIMER**

- 10.1 Although every care has been taken in preparing this Request for Quotation and equal care will be taken in conducting the process which arises out of this Request for Quotation, no representation, warranty or undertaking, express or implied, in respect of any error or mis-statement by or on behalf of SEAI or any of its officers, employees, servants, advisers, consultants, contractors or agents is or will be made or given to any Bidder to this Request for Quotation or to any other party, and no responsibility or liability will be accepted by SEAI or any of its officers, employees, servants, advisers, consultants, contractors or agents for the accuracy or completeness of this Request for Quotation.
- 10.2 Any and all liability and/or loss of any nature whatsoever and howsoever arising (including liability and/or loss in any way resulting from the process and competition which arises out of this Request for Quotation) is hereby expressly disclaimed by SEAI and its officers, employees, servants, advisers, consultants, contractors and agents to the fullest extent permitted by law.

## APPENDIX A- CONDITIONS OF TENDER

- 1.1 Detailed contractual arrangements are not within the scope of this document. However, the following conditions apply and should be noted in the Quotation document.
- 1.2 SEAI requires that all information provided pursuant to this Request for Quotation will be treated as contractually binding. SEAI, however, reserves the right to seek clarification or verification of any such information.
- 1.3 Bidders are obliged to furnish SEAI with their tax registration number so that eTax clearance can be verified once the bidder becomes the preferred bidder. All payments under the contract will be conditional on the contractors having valid eTax clearance at the time of payment.
- 1.4 In accordance with Government requirements, payments for professional services will be subject to withholding tax as laid down by the Revenue Commissioners.
- 1.5 Payment for works provided pursuant to this Request for Quotation will be on foot of appropriate invoices. Invoicing arrangements will be discussed and agreed with the successful supplier in due course and will be subject to the Prompt Payment of Accounts Act, 1997. The successful bidder (where relevant) will be required to pay subcontractors in accordance with the Prompt Payment of Accounts Act, 1997 and the European Communities (Late Payment in Commercial Transactions) Regulations, 2002, as amended or revised.
- 1.6 Costs quoted in this Quotation cannot be increased during the currency of the contract. Similarly, terms and conditions cannot be altered.
- 1.7 Any conflicts of interest involving a bidder must be fully disclosed to SEAI on submission of Quotation. Any registerable interest involving the bidder or any sub contractors and the Minister for Communications, Climate Action and the Environment, members of the Government, members of the Oireachtas, members of the board of SEAI or employees of SEAI or their relatives must be fully disclosed in the response to this Request for Quotation. In the event of such information only coming to a bidder's notice after the submission of a Quotation and prior to the award of the contract, it should be communicated to SEAI immediately upon it becoming known to the bidder. The terms 'registerable interest' and 'relative' shall be interpreted as per section 2 of the Ethics in Public Office Act, 1994.
- 1.8 This Request for Quotation is confidential and personal to each Recipient. All information supplied to bidders as part of this process remains confidential and is to be treated as such. Failure to comply with the confidentiality of this process may disqualify a bidder. The taking up, downloading, acceptance or receipt of this Request for Quotation by any person or bidder is taken as the person's or bidder's agreement to and compliance with this confidentiality agreement.

All information submitted by a bidder in its response to this Request for Quotation and considered by a bidder to be confidential or proprietary shall be clearly stated and the information clearly marked as being confidential or proprietary. Nevertheless, SEAI shall be entitled to release such information to its officers, employees, advisers, consultants, agents, contractors and/or its evaluation team for the purposes of this process and competition.

- 1.9 No publicity regarding this Request for Quotation, the selection of any bidder or bidders or the entry into the Contract is permitted unless and until SEAI has consented to the relevant communication. SEAI shall have the right to publicise or otherwise disclose to any third party information relating to this Request for Quotation or the process, including any information regarding the selection or non-selection of bidders, the selection of bidders or the entry into force of the Contract.
- 1.10 Collusion or any attempt by bidders to influence in any way, the process or any other aspect of this Request for Quotation, will result in a disqualification of that/those bidders.
- 1.11 SEAI undertakes to use its best endeavours to hold confidential any information provided by bidders in response to this Request for Quotation subject to its obligations under law, including the Freedom of Information Act 1997 (as amended). Bidders are requested to consider if any of the information supplied in responses to this Request for Quotation should not be disclosed because of its sensitivity. If this is the case, bidders should when providing the information, identify it and specify the reasons for its sensitivity. If such information is not identified as sensitive and SEAI on consideration does not deem it sensitive, then such information is liable to be released in response to a Freedom of Information Request without further consultation with the bidder. SEAI will consult with any bidder about sensitive information before making a decision on any Freedom of Information Act request received.
- 1.12 Information provided in Quotations and in subsequent clarification discussions and written communications between the parties including prices, contractual options, availability dates and works offered by the bidder will be considered to form the basis of any contractual arrangements in the event of a Quotation being accepted by SEAI. The following will form part of the contract documents:
- i. this Request for Quotation document, including the Appendices;
  - ii. the Contract;
  - iii. bidders' responses to the Request for Quotation document and the Contract;
  - iv. modifications and amendments to the above documents formally agreed in writing between the parties to the Contract;
  - v. the final terms and conditions agreed between the parties to the contract.

No contract shall be deemed to exist between the parties until formal confirmation has issued from SEAI accepting the proposals of the successful bidder.

- 1.13 All reports, documentation and outputs from this assignment will be the property of SEAI.
- 1.14 SEAI will not be liable in respect of any costs incurred by bidders and/or potential bidders in the preparation of Quotations in response to this Request for Quotation or for costs incurred in preparing subsequent presentations, if required, or for attendance at same.
- 1.15 SEAI does not bind itself to accept the lowest or any quotation. It reserves the right to reject in whole or in part any or all Quotations received.
- 1.16 In the event of a consortium submitting an acceptable offer, the contract will be awarded by SEAI to one contractor who acts as the agreed prime contractor. The prime contractor is responsible for the delivery of all services provided for under the terms of the contract and

shall assume all the duties, responsibilities and costs associated with the position of prime contractor.

- 1.17 In its Response to this Request for Quotation, a bidder shall set out in writing, the name and title, telephone number, and email address of the nominated person to which all communications shall be directed until the process has been completed or terminated. In the case of a consortium, one person shall be nominated, to whom only all correspondence will be furnished and from whom only correspondence will be acceptable. Correspondence from any other consortium member will not be accepted, acknowledged or responded to.
- 1.18 Each Response to Request for Quotation must remain open and valid for a period of 90 days from the closing date for the receipt of Quotation.
- 1.19 In the event that SEAI decides to change, revise, or amend the requirements and such changes, revisions or amendments to the requirements are not substantial; SEAI reserves the right to invite all bidders to amend their Quotations accordingly.
- 1.20 Bidders shall comply with statutory provisions relating to minimum pay, legally binding industrial or sectoral agreements and should be aware that national legislation applies in other matters such as Data Protection and Health and Safety and be able to demonstrate that they operate in accordance with such legislation.
- 1.21 The bidder shall pay its personnel involved in the provision of the Services and shall ensure that all sub-contractors involved in the provision of the Services agree to pay their personnel rates of wages not less favourable than those laid down by the National Minimum Wage Act 2000 (as amended by any regulations made under the Act). The bidder shall be responsible to SEAI for the due observance by all sub-contractors of the provisions of this clause. For the purposes of this Clause the term personnel shall be taken to refer to an 'employee' within the meaning of Section 2(1) of the National Minimum Wage Act 2000.
- 1.22 By submission of a Quotation, the bidder warrants that:
  - The prices in the Quotation have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor.
  - Unless otherwise required by law, the prices which have been quoted in the Quotation have not knowingly been disclosed by the bidder, directly or indirectly, to any other bidder or competitor, nor will they be so disclosed.
  - No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition.
- 1.23 SEAI reserves, at its sole discretion, the right, at any time until the conclusion or termination of the process, to amend or modify any documents in these Conditions of Tendering in any respect by way of clarification, addition, deletion or otherwise. SEAI will inform bidder of any such amendments or modifications, if appropriate.
- 1.25 Bidders may be asked to attend a clarification or elaboration meeting and will comply with such a request. In such event the bidder will bear all its costs and expenses in attending any such meeting.

- 1.26 This procurement process has been structured to comply with EU rules and regulations. Bidders are required to ensure that their Response to this Request for Quotation complies with all applicable laws and regulations and requirements, including competition law, and that there are no implications for the infringement of EU or national law.

## APPENDIX B

### **DECLARATION OF BONA FIDES**

**Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.**

1. The firm is bankrupt or is being wound up or its affairs are being administered by the court or have entered into an arrangement with creditors or have suspended business activities or are in any analogous situation arising from a similar procedure under national laws and regulations.

Yes [ ] No [ ]

2. The firm is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.

Yes [ ] No [ ]

3. The firm, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata or been guilty of grave professional misconduct in the course of their business.

Yes [ ] No [ ]

4. The firm has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the tenderer is located.

Yes [ ] No [ ]

5. The firm, a Director or Partner has been found guilty of fraud.

Yes [ ] No [ ]

6. The firm, a Director or Partner has been found guilty of money laundering.

Yes [ ] No [ ]

7. The firm, a Director or Partner has been found guilty of corruption.

Yes [ ] No [ ]

8. The firm, a Director or Partner has been convicted of being a member of a criminal organisation.

Yes [ ] No [ ]

9. The firm has been guilty of serious misrepresentation in providing information to a public buying agency.

Yes [ ] No [ ]

10. The firm, a Director or Partner is restricted as a company director as a result of an indictable offence.

Yes [ ] No [ ]

**I/We confirm that:**

**a) We are fully compliant with the following legislation:**

- Employment Equality Acts 1998-2011
- Equal Status Acts 2000-2011
- National Minimum Wage Act 2000 as amended
- Organisation of Working Time Act 1997 as amended
- Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007
- Disability Act 2005

**AND**

**We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.**

**THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE APPLICANT'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 future requests for expressions of interest.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TEL: \_\_\_\_\_

POSITION: \_\_\_\_\_ FAX/E-Mail: \_\_\_\_\_