

Kevin OConnell

From: Gillian X. Gilleran <GXGilleran@justice.ie>
Sent: Thursday 7 January 2021 19:04
To: Public Accounts Committee
Cc: SecGenOffice
Subject: RE: Correspondence from the Public Accounts Committee
Attachments: 20210107 Response to PAC follow up queries.docx; Appendix 1- RFT Extract.pdf; Appendix 2- RIA Expression of Interest Press Ad The Irish Examiner 12 June 2019.pdf; Appendix 3- 2019-Annual-Report-Chapter-7-Catering-and-ancillary-services-in-prisons.pdf

Categories: Correspondence for future meetings

R0283 PAC33

Mr. Jack Savage,
Committee Secretariat,
Committee of Public Accounts,
Leinster House,
Dublin 2.

Sent via email pac@oireachtas.ie

Ref: S00140 PAC33

Dear Mr. Savage,

I refer to your correspondence dated 18 December 2020 to Ms. Oonagh McPhillips, Secretary General in relation to her attendance at the Public Accounts Committee on 9th and 10th December, 2020 and attach the further information requested by the Committee.

Yours sincerely,

Gillian

Gillian Gilleran

Rúnaí Príobháideach don Ard-Rúnaí / Private Secretary to the Secretary General

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From: Public Accounts Committee <PAC@oireachtas.ie>
Sent: Friday 18 December 2020 17:37
To: SecGenOffice <SecGenOffice@jsector.net>

Cc: Public Accounts Committee <PAC@oireachtas.ie>
Subject: Correspondence from the Public Accounts Committee

Dear Gillian,

Please find attached correspondence from the Committee of Public Accounts.

Kind regards,

Jack Savage

Jack Savage | Committee of Public Accounts
Houses of the Oireachtas | Kildare House | Dublin 2 | D02 XR20
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Is le haghaidh an duine nó an eintitis ar a bhfuil sí dírithe, agus le haghaidh an duine nó an eintitis sin amháin, a bheartaítear an fhaisnéis a tarchuireadh agus féadfaidh sé go bhfuil ábhar faoi rún agus/nó faoi phribhléid inti. Toirmisctear aon athbhreithniú, atarchur nó leathadh a dhéanamh ar an bhfaisnéis seo, aon úsáid eile a bhaint aisti nó aon ghníomh a dhéanamh ar a hiontaoibh, ag daoine nó ag eintitis seachas an faighteoir beartaithe. Má fuair tú é seo trí dhearmad, téigh i dteagmháil leis an seoltóir, le do thoil, agus scríos an t-ábhar as aon ríomhaire. Is é beartas na Roinne Dlí agus Cirt agus Comhionannais, na nOifigí agus na nGníomhaireachtaí a úsáideann seirbhísí TF na Roinne seoladh ábhair cholúil a dhícheadú.

Más rud é go measann tú gur ábhar colúil atá san ábhar atá sa teachtaireacht seo is ceart duit dul i dteagmháil leis an seoltóir láithreach agus le mailminder@justice.ie chomh maith.

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Follow up questions from the Public Accounts Committee

Wednesday 9 December – Justice and Equality Vote 2019

1. Copies of the reports completed after the inspection of Direct Provision facilities (pg. 7-8).

The published inspection reports are available on the website of the former Reception and Integration Agency (now the International Protection Accommodation Service) at: <http://www.ria.gov.ie/en/RIA/Pages/RIAI inspections>.

Following the inspection, the inspection report is sent to the relevant contractor with a letter requesting that they address all issues identified within – and a deadline by which they need to do so. The contractor responds in writing to IPAS confirming that the issues have been addressed. The report, letter and response are then published on the above website link.

2. Details of companies or agencies that the Department has engaged to source emergency accommodation for asylum seekers (pg. 11).

The Department has procured emergency accommodation directly by placing advertisements for the supply of emergency accommodation in the national media in January 2019 and again in June 2019.

Trenthall Limited and The Westenra Arms were identified to the Department by the Dublin Regional Homeless Executive (DRHE) in September 2018, when the accommodation portfolio available at that stage was insufficient to meet the demand generated through spontaneous arrivals into the state seeking international protection.

Trenthall Ltd. and its successor company Brimwood Ltd. were subsequently used as an intermediary to source emergency accommodation in Counties Monaghan and Cavan.

3. Portion of the Probation Service budget that is spent on restorative justice (pg. 11).

Rather than being a separate provision, the Probation Service has a National Restorative Justice and Victim Services Unit, established in October 2018, which provides leadership and support for consistent and integrated provision of a range of restorative justice models including family/restorative conference, offender reparation panel, victim offender mediation and bespoke restorative interventions. The Unit also provides a central point of contact for engagement with victims and to deal with queries or requests.

The Probation Service provides tailored Restorative Justice interventions to courts across the country. Probation Service staff receive accredited training on restorative justice practice and follow up on any requests for restorative justice interventions as part of the overall assessment contained in the pre-sanction report to the court. These interventions may include direct victim/offender mediation, shuttle mediation, acts of community reparation or victim awareness work with the offenders.

In addition, two dedicated community based projects are currently funded through the Probation Service to deliver Restorative Justice Services. The two projects are Restorative Justice Services

based in Dublin and Restorative Justice in the Community based in Tipperary with expenditure in 2019 and 2020 as follows:

	2019	2020
RESTORATIVE JUSTICE SERVICES	369,000.00	369,000.00
RESTORATIVE JUSTICE IN THE COMMUNITY	162,000.00	163,000.00

In addition, the Cornmarket Community Based Project in dealing with those who have come into contact with the criminal justice system, established the ReFRAME (Restorative Focused Rehabilitation and Motivational Enhancement) service which was launched in April 2014. Since then, this restorative and reparation-focused programme, designed to promote desistance and lower recidivism, has provided a range of services to 180 clients who were referrals from the local Probation Service team.

Building on the success of this programme, a further Restorative Justice (RJ) element has been introduced with Probation Service providing €240,000 in funding to the Cornmarket Project in 2020 and further funding of €40,000 to cover the recruitment of an additional project worker to assist in further developing the Restorative Justice service programme.

4. Probation Service Recidivism figures (pg. 12).

In November 2020, as part of an ongoing series it is undertaking, the CSO published the latest study involving the Probation Service, available on www.cso.ie. This is a detailed study of reoffending (recidivism) among offenders placed under Probation Supervision or given Community Service as an alternative to a custodial sentence.

Data on offenders who had been subject to supervision by the Probation Service in 2014, 2015 and 2016 was used to conduct this study.

Key Highlights from this Study are as follows:

- A low level of reoffending by persons subject to post release supervision by the Probation Service.
- Figures confirm that supervision and support in the community after release improves positive resettlement and reduces harmful behaviour.
- Almost 69% of persons on probation supervision in 2016 did not reoffend within the first year.
- The importance of the work of the CSO and of timely, accurate data in terms of outcome measures to enable evidence informed policy and service delivery.

5. The percentage of offenders referred to the Probation Service who are given community service and those given custodial sentences, (pg. 12).

Offenders are referred to the Probation Service by the Courts to assess whether they are suitable for a community service order. Persons sentenced to prison are not generally referred to the Service.

In 2019, the total number of new referrals for Community Service Reports = 1,898. Of these, the number that resulted in an order in 2019 = 1,408 (74.2%) though some may have resulted in an order in 2020. A total of 2,791 Community Service Orders were made in 2019.

Community Service Scheme

The Probation Service implements the Community Service Scheme, whereby convicted offenders over 16 years of age may be given an opportunity by a court to perform between 40 and 240 hours unpaid work for the benefit of the local community in lieu of a prison sentence.

The basic principle underpinning Community Service is that it provides a direct alternative to imprisonment for cases deemed appropriate by the sentencing Judge. It facilitates the completion of valuable tasks for the community, whilst providing an opportunity for offenders to acknowledge and repair, indirectly in most instances, some of the hurt, injury and harm caused to the community and their fellow citizens by their offending behaviour. In addition, it promotes a pro-social environment for offenders, building a personal skill base and developing a work ethic – all of which promote and support desistance from offending.

The number of Community Service Orders imposed by the Courts over the last three years has remained relatively static, with a moderate increase noted. In 2019, the Probation Service managed over 2,700 Community Service Orders, totalling 379,815 hours work, in lieu of 1,247 years in prison. This equated to over €3.5 million of unpaid work for the benefit of communities nationwide.

6. Average time it takes for an offender to enter the Probation Service after they have received a community service order (pg. 12)

Offenders made subject of Community Service Orders enter the Probation Service for an induction appointment between two to four weeks after the Probation Service have received a copy of the Community Service Order. The offender will commence work on the identified Community Service Site within one week of the induction appointment.

Given the current public health restrictions the timeframe from receipt of the Community Service Order to Induction being offered to offenders has increased. This is due to limited operating capacity on community service sites in order to ensure adherence to public health restrictions. The aim is to have a site placement ready for an offender when they undertake induction so there isn't a delay between induction and work commencement.

7. Details of the waiting list for community service (pg. 13).

Community Service Assessments are a priority area of work for the Probation Service. There is no waiting list for these and they are undertaken and presented to the referring Court as requested.

As stated above, offenders subject to Community Service Orders undergo an Induction between two to four weeks after the Probation Service receives the Community Service order. They commence on site work within one week of Induction.

Where demand to facilitate Community Service Orders exceeds the number of site placements available in a particular area there may be a requirement to delay the commencement of the

site work for the offender. If this arises there will be engagement with the offender locally. Delays will be kept to a minimum so as to proceed with the order as efficiently as possible.

The operating model for Community Service Sites is group based and therefore has been operating with limitations during the current pandemic. Where there are offenders subject to Community Service Orders whose induction and site commencement has been delayed for this reason, the Probation Service has continued to engage with them.

Given the operational model of Community Service relies heavily on group based activity supported through a range of community based hosts and organisations across the country, during Level 5 restrictions, the Community Service Scheme is suspended. At other times and levels of restriction, since the onset of the pandemic in March 2020, Community Service has been operating at 50% capacity on available outdoor sites (no indoor). Obviously this is having a significant impact on timely management and throughput of orders, which has resulted in a significant backlog. In the meantime, it should be noted that given a Community Service Order is a direct alternative to imprisonment, the Probation Service continues to accept referrals for assessment from the courts nationwide. Additionally, where offenders are subject to Community Service Orders, Probation Service staff are maintaining contact with these offenders, supporting them at this challenging time while seeking to maintain their engagement and motivation.

Year	CS orders made
2019	2971
2018	2499
2017	2215

8. Number of cases involved in the €1.7 million expenditure recorded under the Garda Legal aid Advice Scheme (p. 15)

The total number of claims paid under the Garda Legal Aid Scheme in 2019 was 3,970. As the Committee is aware, the expenditure was €1,714,245m, an average of €432 per claim.

9. The number of unannounced inspections of Direct Provision centres that take place annually (pg. 20).

All permanent accommodation centres providing services to people seeking international protection are subject to three unannounced inspections per year; twice by officials from the International Protection Accommodation Service (IPAS) or the International Protection Procurement Service (IPPS) and once by an independent company. Inspections cover a wide range of issues including fire safety and other health and safety issues. Inspections were temporarily suspended due to COVID-19 but recommenced in mid-September. All necessary safeguards are in place to ensure the welfare and safety of residents, staff and inspectors.

All permanent centres were inspected by IPAS/IPPS staff at least once in 2020.

10. A copy of the criteria used to determine the suitability of a property to be used as a Direct Provision Centre (pg. 23).

The criteria for the regional procurement competitions are contained in the published Requests for Tender (a copy of the relevant section from the most recent tender for the Border Region is attached at Appendix 1 as an example).

It is a prerequisite of the tender process that successful bidders introduce independent living whereby all residents can store and cook their own food. Own-door accommodation is the preferred option for families (although this is not specified in the tender). In addition, all bidders for centres that accommodate families must provide designated living room spaces where normal family life can occur outside of a bedroom setting.

Offers made under the Expressions of Interest process are assessed under the following criteria:

- A good physical environment;
- Facilities that provide for family life;
- Cooking facilities for residents, where possible;
- Location of property and access to public transport;
- Provision of suitable security arrangements;
- An open and understanding management structure; and
- The ability to develop links with the local community to enhance the experience for residents.

The International Protection Procurement Service assesses offers of accommodation against these criteria and against the National Standards and identifies those properties which are the most suitable. A copy of the national advertisement from the EOI competition in June 2019 is attached at Appendix 2, as an example.

11. A detailed breakdown of the €6.8 million expenditure recorded under the Training and Development subhead (Page 24)

The breakdown of the €6.8 million expenditure in Administration subhead iii *Training and development and incidental expenses* is as follows:

- Contracted services, advertising and other administrative expenses	€4.4 million*
- Legal awards, costs etc.	€1.6 million
- Staff Training and Development	<u>€0.8 million</u>
- Total	€6.8 million

* This comprises various fees and services including contracted services of over €2 million in respect of the Department's Internal Audit Unit and the management of EU funding schemes for the European Social Fund and the Asylum Migration and Integration Fund. A proportion of the contractor costs for management of EU funds is recoupable from the EU and forms part of the EU receipts in Appropriations –in-Aid. The expenditure under this heading also includes a service charge from the National Shared Services Office for the provision of HR Shared Services of over €400,000.

12. A copy of the Business Case submitted for the planned Digital Transformation project (pg. 27).

The Department's ICT Strategy, including the business case for the investment over the next three years, is currently being finalised and will be published in the near future. A copy will be sent to the Committee when finalised.

13. Reasons for the non-compliant procurement contracts entered into in 2019 (pg. 27).

The 2019 Appropriation Account stated that the Department is compliant with procurement rules with the exception of **22 contracts** to the value of **€5,708,769**. These contracts were extended beyond their original contract expiry date in order to allow the Department to continue providing essential services. The contract extensions were required for a number of reasons such as awaiting Office of Government Procurement (OGP) led national frameworks and specific technical issues which needed to be clarified in other contracts prior to issuing the tenders.

Since the 2019 Account was finalized in March 2020, considerable progress has been made and the table below outlines the current position:

Category	January 2021	
	Number	Value €
New contract now in place	8	€1,521,137
New procurement process planned or underway	8	€1,838,431
Awaiting FMSS project implementation	1	€483,554
Awaiting new OGP Framework following legal challenge	2	€1,278,264
Once off expenditure	1	€95,195
Legal and Procurement advice being sought	1	€417,322
No change	1	€74,866
TOTAL	22	€5,708,769

14. A copy of the CSO longitudinal study into recidivism in Ireland (pg. 27).

Link to latest Re-Offending study published by the CSO (2014, 2015 & 2016 cohorts. 2016 is the main year of study). Click into tabs on the right under 'Chapters' for detailed information.

<https://www.cso.ie/en/releasesandpublications/ep/p-prs/probationre-offendingstatistics2016/>

Link to the previous publication (2013, 2014 & 2015 cohorts)

<https://www.cso.ie/en/releasesandpublications/ep/p-prs/probationre-offendingstatistics20132014and2015cohorts/>

Thursday 10 December – Prisons Vote 2019

1. Whether a staff member has been disciplined due to the findings of a protected disclosure investigation since 2018 (pg. 9).

Since 2018 there have been 7 Protected Disclosure investigations completed in the Irish Prison Service which have been independently investigated. There are currently 4 investigations in train. Of the 7 investigations completed, none were upheld, 4 were partially upheld and 3 were not upheld. In the investigations that were partially upheld, no findings were made against an individual, therefore, there has been no disciplinary action taken on foot of a Protected Disclosure investigation.

2. Details of the examples found of the Prisoner Assistance Programme funds not being used appropriately (pg. 11).

Each prison operates a Prisoner Assist Programme Fund or PAPF account which is used to fund various categories of expenditure for the benefit of prisoners. These accounts have not been funded from Voted Exchequer funds but rather from the net surplus (profit) generated from the tuck shop located in each prison (i.e. prisoners buy items in the tuck shops and the difference between sales and cost of sales in each prison is transferred to the PAPF).

The expenditure from this Fund has included the Community Return Scheme, prisoner hardship, activity or advocacy type initiatives and it has extended to payments for prisoner families (e.g. funeral costs for prisoner who dies in prison). Expenditure is also allowed for projects or equipment and the overarching spirit of the fund is that there must be a benefit to prisoners. Although this is not exchequer funding, the IPS has introduced a Standard Operating Procedures (SOP) in relation to its operation.

In addition, up to April 2019, staff also purchased items from the tuck shops, paying in cash. In recognition that some of the source of profits from the tuck shop was in respect of staff sales, a Staff Development Fund (SDF) introduced in 2006 to facilitate transfer of a portion of profits to fund expenditure incurred for the benefit of prison-based staff development initiatives. Governors had discretion to support staff-related initiatives and these initiatives were focused on improving staff morale and working relationships within the institution. Following changes to the operation of Tuck Shops in April 2019, and the removal of staff sales, the funding generated by the transfer of surplus is no longer available. Therefore, the Staff Development Fund has now been ceased.

The independent audit conducted by the Comptroller and Auditor General found that some of the expenditure was not in accordance with the Prison Service standard operating procedure for that account. This included some payments for the benefit of staff which should have been allocated to the Staff Development Fund as well as payments related to the operation of the prison which had been charged incorrectly.

Details of payments incorrectly allocated to the PAPF are set out in Annex 7C of the C&AG Report (report attached for ease of reference at appendix 3). This includes the findings and Accounting Officer response. In the majority of cases the expenditure was incorrectly charged to the PAPF.

The Irish Prison Service has further reviewed the invoices for the expenditure of €3,537 as outlined in the C&AG Report. One payment in respect of €916 was in respect of a Staff Medal Ceremony and should have been charged to the Staff Development Fund. On review of the other 4 invoices, concerns were raised in respect of the appropriateness of this expenditure being charged to either the PAPF, Staff Development Fund or the Vote. In this regard, the matter is currently being examined by the Director of Finance.

3. Expenditure in 2019 on psychologists and psychological supports (pg. 20).

The Irish Prison Service’s Psychology Team consists of 15 grade 2 psychologists, 10 grade 1 senior psychologists and 12 assistant psychologists. The cost of both psychologists and psychology supports to the Irish Prison Service in 2019 was €2,226,363.

4. Details of suppliers used by the Irish Prison Service for games consoles such as X-Boxes (pg. 23).

The Irish Prison Service allows prisoners under its Incentivised Regimes Programme to purchase games consoles through the Prison Tuck Shop. These consoles are low specification, have no internet access, are second hand and are sourced locally as their availability nationally is limited. The games consoles remain the property of the prisoner while in prison and are discharged with the prisoner’s property on release.

The table below gives details of the consoles purchased in 2019 by Prison.

Table A

2019	No. purchased	Amount spent	Purchased from
Arbour Hill	0	0	N/A
Castlerea	0	0	N/A
Cloverhill	0	0	N/A
Cork	45	2,925	Gamestop Main St Mallow
Limerick	0	0	N/A
Loughan	0	0	N/A
Midlands	30	4,200	Trax Portlaoise
Mountjoy	55	6,600	Trax
Dochas	0	0	N/A
Portlaoise	3	420	Trax Portlaoise

Shelton	0	0	N/A
Wheatfield	0	0	N/A

5. Details of the claims made against the Irish Prison Service by staff members that were settled in 2019 (pg. 25).

6. The number of claims against the Irish Prison Service, broken down by category of claim, between 2014 – 2019 (pg. 25).

I will address both question 5 & 6 together. As the Committee are aware, the National Treasury Management Agency (Amendment) Act 2000 allows the National Treasury Management Agency (NTMA) to be known as the State Claims Agency, (SCA) to manage certain claims against State authorities. In this respect, SI 69/2011 - Management Agency (Delegation of Claims Management Functions) Order 2011 allows for the delegation of certain claims to the SCA on behalf of the Minister of the Department of Justice.

The State Claims Agency (SCA) manages the following types of personal injury (clinical and non-clinical) and property damage claims on behalf of its client State authorities, their servants or agents:

- Injury to employees
- Injury to prisoner
- Injury to a member of the public
- Clinical negligence
- Third-party property damage

I have requested the SCA to provide the information requested by the Committee and this is currently being compiled by the Agency, I will revert to the Committee as soon as this information is to hand.

7. A breakdown of the number of people detained by the Irish Prison Service for immigration reasons in 2017, 2018 and 2019 (pg. 30).

According to Irish Prison Service records, the number of people detained by the Irish Prison Service on a deportation/immigration warrant in 2017, 2018 and 2019 are set out in the tables below.

In Year 2019, 479 persons accounted for the 490 Committals.

Time spent in custody in Year 2019			
	Female	Male	Total
0 – 03 Days	36	131	167
04 – 07 Days	21	117	138
08 – 14 Days	9	89	98
15 – 30 Days	3	45	48
31 – 50 Days	2	32	34
51+ Days	0	5	5
Total	71	419	490

In Year 2018, 406 persons accounted for the 414 Committals.

Time spent in custody in Year 2018			
	Female	Male	Total
0 – 03 Days	25	155	180
04 – 07 Days	12	73	85
08 – 14 Days	6	85	91
15 – 30 Days	1	40	41
31 – 50 Days	3	11	14
51+ Days	0	3	3
Total	47	367	414

In Year 2017, 396 persons accounted for the 418 Committals.

Time spent in custody in Year 2017			
	Female	Male	Total
0 – 03 Days	48	123	171
04 – 07 Days	12	113	125
08 – 14 Days	9	63	72
15 – 30 Days	7	28	35
31 – 50 Days	2	11	13
51+ Days	0	2	2
Total	78	340	418

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

- 3.1 Only those Tenderers who have:-
- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
 - (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
 - (c) Declared by way of eESPD that they satisfy the selection criteria for each Lot applied for in this Competition as set out in part 3.2 below (the “Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Services Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;

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

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

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

3.2 SELECTION CRITERIA

- 3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

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

Financial Capability

Tenderers must provide, with their tender response, a declaration, certified by their auditors/accountants, confirming the Tenderer's ability to pay their debts, identified on the current statement of assets and liabilities.

This declaration must also state that Tenderers have sufficient financial capacity to provide services as outlined in Appendix 1, including any mobilisation requirements in relation to proposed premises.

Tenderers may rely on the financial capacity of other entities in order to meet this requirement. If relying on other entities, Tenderers must ensure that each entity completes a separate eESPD.

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

3.2.B Technical and Professional Ability

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

(i) Evidence of Experience Delivering Similar Services

Past experience of the Tenderer

Tenderers must provide in the template provided in the Tender Response Document a minimum of one (1) reference contract which demonstrates that the Tenderer has successfully delivered services similar in nature to those described in Appendix 1 of this RFT in respect of each Lot being applied for.

Tenderers should note that the Contracting Authority may contact the reference for verification purposes without prior notice being given to the Tenderer.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

Rule: Pass/ Fail

Tenderers should note that if they do not provide the supporting documentation as outlined above to meet the requirements as outlined below, they will be issued a FAIL mark for this section and their tender submission will not be forwarded for evaluation.

Evidence of Experience Delivering Similar Services		
A	Name of Contracting Organisation:	Click here and insert details
B	Contact Details of Reference:	
	• Name of Person (Main Contact) in relation to this contract:	Click here and insert details
	• Position of Person (Main Contact) in relation to this contract:	Click here and insert details
	• Email Address of Person (Main Contact) in relation to this contract:	Click here and insert details
	• Main telephone number of Person (Main Contact) in relation to this contract:	Click here and insert details
C	Duration of Contract including start and completion dates	Click here and insert details
D	Outline how your organisation attained this contract? <i>E.g. through a formal tendering process?</i>	Click here and insert details
E	Role of your Firm in this contract <i>e.g. is your firm the sole provider of the service, is the contract sub-contracted?</i>	Click here and insert details
F	The general description of services you provided to the Client/Contracting Authority	Click here and insert details
H	Similarity and relevance of example contract services in comparison to the Requirements and Specifications of Appendix 1	Click here and insert details
I	Current Contract Status	Click here and insert details
J	Approx. Contract Value (€) ex Vat	Click here and insert details

Figure 1: Screenshot of the table to populate in the RFT

(ii) General Service Requirements

A. Premises & Accommodation

Border region (Cavan, Donegal, Leitrim, Monaghan and Sligo) - Each premises offered must cater for a minimum of 50 residents

Supporting Documentation Required

Tenderers must provide **with their tender response** evidence that the proposed accommodation centre can meet the minimum requirements in respect of each Lot applied for, in the form of;

- Site plan – must outline the boundaries, indicate parking facilities (where there are no on-site parking facilities, a parking proposal / solution must be provided), outdoor recreation areas, the location of all buildings on the site including all dwellings, meeting rooms, entertainment room etc.
- Floor plan - must include details for all dwelling types (to include rooms, bedrooms, kitchen, living room, bathroom, etc.) and for the meeting rooms, entertainment rooms etc. i.e. how many residents can each bedroom and other rooms cater for, the approximate dimensions of each dwelling/room.
- N. B. All floor plans submitted should be at a scale of 1:125 on A3. Dimensioned drawings should be submitted, clearly indicating the size of bedrooms. If the footprint and size of the premises are such that it is not possible to show an entire floor or the premises on one A3 sheet, multiple sheets should be submitted. Plans should indicate the existing and proposed layout of the premises, should any changes to the existing layout be required to meet the requirements of the RFT. Where a room with a sloped ceiling is proposed for habitation, ceiling heights should be shown on the drawing. See Appendix 8 for further information and for details of calculation of habitable areas and capacities.
- Site plans can be submitted at any suitable scale to allow them to fit onto an A3 page.
- Bedroom Schedule – Complete “Appendix 8 – Bedroom schedule” outlining the proposed number of occupants and the area (in square meters) of each bedroom excluding ensembles. Tenderers should consider the requirements of the definition of overcrowding as per the 1966 Housing Act when calculating the capacities of bedrooms.
- Narrative - A narrative must be included to supplement the floor and site plans, specifically addressing each of the requirements as outlined below.
- Declaration - In the event that a Tenderer is leasing the proposed premises, a written declaration must be provided from the owner of the proposed premises granting permission for the use of the premises for provision of the Services. If the Tenderer is the owner of the premises, a written declaration must also be provided in this regard.

Rule: Pass/ Fail

Tenderers should note that if they do not provide the supporting documentation as outlined above to meet the requirements as outlined below, they will be issued a FAIL mark for this section and their tender submission will not be forwarded for evaluation.

Accommodation:

Border region (Cavan, Donegal, Leitrim, Monaghan and Sligo) must cater for a minimum of 50 residents (i.e. approximately 22 bedrooms) per Lot;

and have, at a minimum, the following range of bedrooms:

Lot 1 – Provision of Services for Single persons Only:

- Single/Multiple Occupancy Bedroom c/w bathroom/ensuite.
- Dormitory style bedrooms are not acceptable. Bedrooms shall be ensuite, designated for the exclusive use of the occupants of a bedroom (must be located on the same floor) or in the case of communal bathroom facilities, be located within 20m of travel distance from the bedroom of the resident who will use that bathroom. The maximum number of residents per room is limited to 5 persons for lot 1 only.

Lot 2 – Provision of Services for Families/Couples/Single persons:

- Single occupancy bedroom c/w bathroom/ensuite.
- Double occupancy bedroom (double or twin beds) c/w bathroom/ensuite.
- Family bedroom c/w ensuite (i.e. larger rooms or interconnecting rooms to accommodate parents and children i.e. 1 double bed and 2x single beds/cots) – Note: Each proposed premises under Lot 2 must have a minimum of 25% of rooms suitable for accommodating families.
- Dormitory style bedrooms are not acceptable. Bedrooms shall be ensuite, designated for the exclusive use of the occupants of a bedroom (must be located on the same floor) or in the case of communal bathroom facilities, be located within 20m of travel distance from the bedroom of the resident who will use that bathroom.

BEDROOM REQUIREMENTS – Lot 1 and Lot 2

Each bedroom proposed under each Lot must contain the following:

Minimum Specification	
<u>Bedroom</u>	<u>Ensuite</u>
Beds	Bath/shower
Appropriate Storage (e.g. Wardrobe / Chest of Drawers, Bedside Lockers, etc.)	Toilet
Security Safe/locker (per resident or per family as appropriate). Lockers can be located in bedrooms or in a secure communal area, as appropriate.	Hand basin
Heating	Mirror
Opening window with child restrictors if applicable or fixed window with air-conditioning	Ventilation
Curtains / blinds	Heating
Appropriate floor covering	Appropriate floor covering
Adequate Sockets	Appropriate Lighting
Appropriate lighting	Towel rail
TV	Hot and cold water

Desk	
------	--

Must comply with the Housing Act 1966 with regards to living space per person.

Kitchen Facilities:

Each premises must have kitchen facilities that is sufficiently-equipped and designed to accommodate the capacity of the premises. The kitchen shall be capable of producing breakfast, lunch and dinner for the residents. A food safety management system based on the principles of HACCP must be in place with sufficient storage for foodstuffs.

Premises who do not have an on-site commercial kitchen, must make arrangements to procure cooked meals for residents on request.

Independent Living:

The Successful Tenderer shall operate a system of Independent Living which comprises of a food hall for the distribution of food stuffs, toiletries and cleaning materials for residents' use. There shall also be facilities available to residents to allow them to store and cook food. Independent living where referred to in this document shall mean the above.

Dining Room:

Lot 1:

Each premises must have suitable dining room for all residents. The dining room must have appropriate tables and chairs. The food must be served in the dining area via a supervised method. Where the proposed accommodation is own-door, the accommodation must have a sufficient dining area.

Lot 2:

Each premises must have suitable dining room for all residents. The dining room must have appropriate tables and chairs and high chairs available should infants be present. The food must be served in the dining area via a supervised method. Where the proposed accommodation is own-door, the accommodation must have a sufficient dining area.

Residents Canteen:

Each premises must have a Residents Canteen to include sink, microwave, kettle, fridges, hot and cold water, cutlery and crockery. The canteen is mainly utilised if residents wish to snack during the day or to refrigerate their lunch/dinner to have later in the day.

Meeting Rooms:

Each complex must have 2 x Meeting Rooms for social service providers and other necessary agencies to hold meetings or consultations with residents, other agencies, etc. The meeting rooms must be able to accommodate a minimum of 5 people each. Each meeting room must also be furnished with table, chairs and a lockable door.

Family Living Space:

Lot 2 Only:

Each premises must provide a dedicated room/living space for families that is not used as a bedroom. Living spaces can be shared between families. This must be suitably furnished to include TVs and other recreational facilities.

The standard ratio that will apply will be no more than 3 families sharing one dedicated living room/living space. This will be applied across the State.

Where a tenderer does not make these shared living spaces available as part of their RFT submission, they will not meet the qualification criteria and they will be issued a FAIL mark for this section and their tender submission will not be forwarded for evaluation.

Entertainment / Social Rooms:

Lot 1:

Each complex must have entertainment / social rooms for residents to relax and socialise. The following is a minimum of what is required:

- Communal / Social Room for residents socialising to include television(s), computers, other recreational facilities.

Lot 2:

Each complex must have entertainment / social rooms for residents to relax and socialise. As the profile of the residents staying at the facility will be both children and adults, the following is a minimum of what is required:

- Children play areas indoor/outdoor. Outdoor play areas must be adequately fenced off from roads or driveways to ensure the safety of children. If a dedicated playground is offered, this must be regularly inspected as appropriate.
- Communal / Social Room for residents socialising to include television(s), computers, other recreational facilities.
- Teenagers' Room for teenaged residents to include TVs and other recreational facilities. The Teenagers' Room may be used as a Homework Room if required or another room can be provided for this purpose.

Laundry Facility:

Each complex must have a Laundry facility with a minimum of 1 washing machine + 1 dryer for every 25 residents, in order for residents to wash/dry their own personal belongings. Tenderers can choose if bed linen and towels are to be washed by the residents or washed in a separate facility by staff/outsourced.

If the Tenderer chooses for the bed linen/towels to be washed by residents, an additional washing machine and dryer for every 25 residents shall be supplied. The laundry facility must be available daily and the use of the laundry facilities must be free of charge. An adequate supply of washing powder must be made available to all residents or automatically dispensed to the washing machine. The minimum requirements outlined in Table 3.2 below must be in place on completion of mobilisation.

Table 3.2: Minimum number of machines versus number of residents

Number of Residents	Residents Wash Their Own Bed Linen & Towels	
	NO**	YES
	Minimum Numbers of each machine (i.e. Tenderers can propose having more machines but cannot be less than this minimum number)	
50	2	4
51-75	3	6
76-100	4	8
101-125	5	10
126-150	6	12
151-175	7	14
176-200	8	16
201-225	9	18
226-250	10	20
251-275	11	22
276-300	12	24
301-325	13	26
326-350	14	28
351-375	15	30
376-400	16	32
401-425	17	34
426-450	18	36
451-475	19	38
476-500	20	40
ctd.	continue at same ratio	continue at same ratio
<p>** Where Tenderers choose for bed linen and towels to be washed in a separate facility by staff/outsourced. e.g. where Tenderer has proposed a premises for 160 residents where residents wash their own bed linen and towels, they must have a minimum of or greater than 14 washing machines and 14 dryers.</p>		

Reception Area:

Each premises must have a reception area at the main entrance to the complex and manned during normal working hours.

Visitor Meeting Rooms:

As it is a requirement that each complex is secure and all visitors must sign in on arrival. A visitor meeting room will be required in the vicinity of the reception area, in order for residents to meet with visitors (friends, family etc.). The visitor meeting room(s) must be able to accommodate ten people each and must contain an appropriate number of chairs and tables.

Public Toilets:

Each premises must have Public Toilets in the vicinity of the reception area/visitor meeting rooms.

CCTV:

CCTV is not an essential requirement (however it is seen as preferential/best practise to have CCTV in place throughout the public areas and grounds (excluding meeting rooms)). Where CCTV is in place, it is an essential requirement that it is in compliance with all statutory legislation including but not limited to for example the General Data Protection Regulation & that the Tenderer has appropriate policies in place in relation to CCTV management. CCTV must not be in the meeting rooms.

Ancillary Requirements

- Each complex is required to have parking facilities for visitors, staff, social care providers etc. Where there are no on-site parking facilities, a parking proposal / solution must be provided.
- The complex must have WIFI and the residents must be able to access this facility. The WIFI must be of a suitable standard for residents to access the internet and make calls via the internet from their building.
- There must be appropriate lighting throughout the complex.
- Suitable non-slip flooring is required throughout the common areas of the complex.
- Due to the nature of the residents residing in the complex, all safety information and other relevant information should be clearly displayed in English.
- If there is a pub on the premises, residents must not have direct access to this facility.
- If any of the resident facilities are on the upper floors of the complex, then the building must have a staircase and/or a lift to access all floors as appropriate. An Evac-Chair or similar device must be located next to the stair case for use in an emergency.

The complex must be equipped with the following:

- Fire Extinguishers
- Bait Boxes

- Insectocutors (for catering kitchen if relevant, or equivalent device used to attract insects and kill them with electricity)
- Sanitary bins
- Air freshener Units
- Dust Mats
- Grease Traps (for catering kitchen if relevant)
- Water Cooler/Dispenser
- Water softener Unit (if hard water is present in the area)

Site Visit

As outlined in paragraph 2.20.2 of this RFT, Tenderers are reminded that the Contracting Authority will carry out a site inspection of all proposed premises.

Prior to the completion of the evaluation process, the Contracting Authority's Tender Evaluation team will visit each facility/premises proposed by Tenderers in order to verify:

- (a) the accuracy of the information contained in Tenders; and
- (b) the fulfilment of all relevant Selection Criteria referred to in paragraph 3.2B (Technical and Professional Ability) by reference to the supporting documentation submitted.

Site visits will be conducted following prior arrangement with Tenderers.

Tenderers' Briefing and Tenderers inspection of Premises

The Contracting Authority will facilitate Tenderers by permitting an inspection of similar premises. A site visit to view these premises/facilities will be at one or more locations;

Each Candidate may send two (2) representatives to this site visit and information briefing. The exact date, time and venue will be communicated to those Candidates who have registered their interest in this Competition via the etenders.gov.ie messaging facility. A notification in this regard will be published on www.etenders.gov.ie by close of business on 04/10/2019. Attendance at the information briefing is not mandatory for participation in this Competition. Tenderers must confirm their attendance to avail of this opportunity via eTenders indicating the names of all persons intending to visit the centre(s).

Attendance at these premises will be subject to compliance with local security and health and safety arrangements.

3.3 AWARD CRITERIA FOR SELECTION AS A FRAMEWORK AGREEMENT MEMBER

3.3.1 Appointment to the framework will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

Award Criteria	Award Criteria Description	Marks Available weighted	Score	Max Marks	Min Score Req.	Cross Reference
Quality of Proposed Service			600			
1.	Quality of Services Proposal					
1.1	Housekeeping and Laundry	<u>10</u>				Appendix 1 Part A Section 1 & 2.
		(2)				
	(i) Cleaning of bedrooms	(2)				
	(ii) Cleaning of all other rooms	(2)	0-5	50		Part B Section 1, 1.1.
	(iii) Inspections of rooms and checking of all safety equipment	(2)				
	(iv) Turnaround time when a room is vacated	(2)				
	(v) Laundry arrangements	(2)				
1.2	Maintenance (General Building Maintenance and Grounds Keeping)	<u>15</u>				Appendix 1 Part A Section 1 & 2.
	(i) Building Interior – condition and cleanliness	(3)			87	Part B Section 1, 1.2.
	(ii) Building Exterior – condition and cleanliness	(3)				
	(iii) Grounds-keeping	(3)	0-5	75		
	(iv) Maintenance/Service Arrangements of Safety Equipment	(3)				
	(v) Layout, accessibility and physical characteristics of building	(3)				
1.3	Security and Supervision	<u>4</u>				Appendix 1 Part A Section 1 & 2.
		(1)				
	(i) Vehicle Access	(2)	0-5	20		Part B Section 1, 1.3.
	(ii) Building Access	(1)				
	(iii) Personnel	(1)				
1.4	Implementation Plan to Provide for the Welfare Needs of Residents	<u>30</u>				Appendix 1 Part A Section 1 & 2.
		(10)	0-5	150	90	
	(i) Experience and/or qualifications in respect of social care					Part B Section 1, 1.4.

	(ii) Social Support Strategy	(10)				
	(iii) Recreation proposals	(10)				
2.	Food Hall and Catering Facilities					
2.1	Food Hall	<u>13</u>	0-5	65	39	Appendix 1 Part A Section 1 & 2. Part B Section 2.1
3.	Management and Staffing					
3.1	Staffing	Pass/Fail				Appendix 1 Part A Section 1 & 2.
	(i) CV for Centre Manager	Pass/Fail				
	(ii) Staff Numbers and Roster/Plans	Pass/Fail				
	(iii) Staff Training	Pass/Fail				Part B Section 3, 3.1, 3.1(i), 3.1 (ii) & 3.1 (iii)
4.	Food Hygiene					
4.1	(i) Food Hygiene, Health & Safety and Environment	<u>13</u>	0-5	65	39	Appendix 1 Part A Section 1 & 2.
	(ii) Independent Living Proposal cooking facilities	<u>13</u>	0-5	65	39	Part B Section 4.
5.	Ensuring Continuity of Service					
5.1	Ensuring Continuity of Services	<u>11</u>	0-5	55	33	Appendix 1 Part A Section 1 & 2. Part B Section 5.
6.	Value Add					
6.1	Value Add Services and Facilities	<u>11</u>	0-5	55	N/A	Appendix 1 Part A Section 1 & 2. Part B Section 6.
	COST			400		
1.	PPPD Cost	<u>400</u>				
	TOTAL Overall Marks Available			1000		

Each Lot on the Framework Agreement will be evaluated separately.

For each Lot Tenderers MUST achieve each of the minimum threshold scores in “Quality of Proposed Service” specified in the table above in order to proceed to be evaluated under the ‘Cost’ criterion. Failure to achieve any minimum threshold scores will result in the Tenderer being eliminated from the Competition.

The following provides an example of how marks will be allocated using the above scoring methodology and the award criteria, weightings and score in the table above:

Tenderer A is awarded a score of 3 out of 5 for their proposal for ‘Ensuring Continuity of Service’ based on the scoring methodology above. The weighted score is calculated by multiplying the score by the weighting in the table above. i.e. – 33 marks (3 multiplied by 11).

Evaluation process for Ultimate Cost Award Criterion

For each Lot Tenderers are required to complete the Pricing Schedule in Appendix 2 in accordance with the instructions set out therein.

In calculating marks to be awarded for the Ultimate Cost Pricing Schedule, the following methodology will apply:

- The lowest tendered total cost will be awarded full marks available marks (400).
- All other Tenders will be marked relative to the lowest tendered total cost using the following formula:

$$\frac{\text{Max mark available (400)} \times \text{Lowest Cost Valid tender}}{\text{Cost of Tender being evaluated}} = \text{Mark Awarded}$$

Example to demonstrate Ultimate Cost Scoring:

The lowest valid tendered total cost (excluding VAT) is €30.00 and the weighting for cost is 400. For a Tenderer submitting a total cost (excluding VAT) of €60.00 its score for Cost will be calculated as follows:

$$\frac{400 \text{ marks} \times \text{€ } 30}{\text{€ } 60} = 200 \text{ Marks}$$

For each Lot the most economically advantageous tenders identified in accordance with the application of the Award Criteria outlined above (who achieve the minimum threshold scores and are evaluated under “Quality of Proposed Service” and “Cost”) will be ranked according to the marks achieved and will be selected for appointment to the Framework Agreement for that Lot as Framework Members. The award of a Services Contract will be governed by the ranking of Framework Members of the LOT as set out in Clause 5 of the Framework Agreement.

Scoring Methodology	
Score	Characteristics of Response
5	Excellent response providing comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard
4	A very good response that demonstrates real understanding of requirements and exceeds them in some respects, with very few or no weaknesses. Response provides convincing assurances that the Tenderer will deliver to a very good or high standard.
3	A satisfactory response which demonstrates a reasonable understanding of requirements and provides a reasonable level of detail and reasonable assurance of delivery to an adequate standard, but does not provide sufficiently convincing assurance to award a higher mark.
2	A response where reservations exist and where weaknesses exist in several areas. Response lacks full credibility and/or convincing detail and does not provide the Contracting Authority with a satisfactory level of assurance that the required Services will be successfully delivered.
1	A response where serious reservations exist, for example, insufficient detail is provided and the response has fundamental flaws, or is seriously inadequate in demonstrating how the requirements will be met. Response gives rise to serious concerns and does not give the Contracting Authority confidence in the ability of the Tenderer to deliver the required services.

0	No Response or partial response and poor evidence provided in support of it; failure to meet the requirements.
Note: Scores will be awarded on the basis of whole numbers only.	

Overall Scores

Following the application of the evaluation methodologies set out above, for each Lot each Tenderer’s mark for the qualitative (non-cost) award criteria will be added to their mark for Ultimate Cost to give an overall score out of 1000.

For each Lot Tenderers will then be ranked from highest to lowest on the basis of their overall scores.

Tie Break Rule:

In the event that there is a tie in total marks awarded (i.e. two or more highest ranking Tenderers obtain the same total mark), the following tie-break rules will be adopted:

- (i) The highest ranking Tenderer who has been awarded the highest total mark for the Qualitative Award Criteria element (i.e. non-cost related element) of their Tender will be deemed to be the MEAT.
- (ii) In the event that the highest ranking Tenders have received the same total mark for the Qualitative Award Criteria element, the highest ranking Tenderer who has been awarded the highest marks for the “**Service Delivery Plan**” qualitative award criterion will be deemed to be the MEAT.
- (iii) In the event of the application of the tie-break rules above not resulting in the determination of the MEAT, the approach above will continue to be applied to each of the award criteria in the descending order set out below until such time as a MEAT can be determined.

No.	Award Criteria Ranking
1	Quality of Services Proposal
2	Food Hygiene, Health & Safety and Environment
3	Ensuring Continuity of Services
4	Value Add

- (iv) In the unlikely event of the rules set out above failing to determine a MEAT, the preferred Tenderer shall be selected on the basis of random selection. Representatives of each Tenderer that achieved the same total marks will be invited to attend at the

Contracting Authority's premises to observe the random selection and will be notified in advance of the time/date and location of the random selection procedure. Tenderers will also be notified in writing of the outcome of the random selection.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, appointment to the framework of the highest ranked Tenderer(s) (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.3.3 Tenderers should take note that, where a Services Contract is awarded by way of Mini-Competition, the Contracting Authority will require the Framework Member to whom it has decided to award the Services Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) above. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above, then the Contracting Authority may proceed to offer the Services Contract to the next highest-ranked Tenderer.

3.4 PRESENTATION OF PROPOSALS

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

3.5 STANDSTILL PERIOD

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the

scores obtained by the lowest ranking preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED FRAMEWORK AGREEMENT(S)

- 3.6.1** The successful Tenderer(s) must sign and return the Framework Agreement(s) in duplicate to the Contracting Authority no later than 14 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Agreement returned by the successful Tenderer(s) is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement in accordance with paragraph 2.1.2 above.
- 3.6.2** Where the signed Framework Agreement has not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to offer a Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can / will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

PART A: INTRODUCTION AND GENERAL SERVICE REQUIREMENTS LOTS 1 & 2.

1. INTRODUCTION

The Services relate to the provision of suitable accommodation within the Republic of Ireland for persons seeking international protection by the Reception and Integration Agency (RIA for persons seeking international protection and the management, catering, housekeeping, general maintenance and security services thereof, as described in this RFT.

In summary, the Services comprise:

The provision of suitable accommodation within the Republic of Ireland for persons seeking international protection by the Reception and Integration Agency (RIA), as described in this RFT. Divisions of the Contracting Authority which are charged with providing accommodation and ancillary services to persons seeking international protection in the State are the Reception and Integration Agency ("RIA").

The Contracting Authority immediately requires the Services for a minimum of XXXX people, within the **Border region (Cavan, Donegal, Leitrim, Monaghan and Sligo)**, with a potential requirement for additional numbers depending on further reception of persons seeking international protection into the State. All premises offered by a Tenderer must be within the regions specified and must have a minimum capacity for 50 people. Multiple premises per bidder will be permitted but each premises must have a minimum capacity for 50 people.

Lot 1 – Accommodation Services for single persons ONLY for an anticipated quantity of approximately 200 persons

Lot 2 - Accommodation Services for Families/Couples/ Single Persons for an anticipated quantity of approximately 550 persons

The Contracting Authority reserves the right to proceed with Framework Agreements for each lot as long as the minimum capacity per premises (50) is satisfied.

The Services sought in this Competition shall meet the requirements of 'Independent Living' as defined in Part 1: Introduction (paragraph 1.2) and as outlined in paragraph 3.2 of this RFT. The Services must be provided to residents on a 24 hour, 7 days a week basis.

The Contracting Authority intends to award Services Contract to Framework Members of each Lot according to the order of ranking as determined by application of the Award Criteria as outlined in

paragraph 3.3 of this RFT. Starting with the highest ranked Framework Member, Services Contracts shall be awarded according to the procedure set out in Clause 5 of the Framework Agreement (at Appendix 5 of this RFT).

2. SERVICES MOBILISATION PLAN

(**Where a Tenderer's facility is "Turn-Key" and does not require any Mobilisation to meet the requirements of this RFT, the Tenderer is required to provide a narrative outlining how the existing facility meets the RFT requirements outlined in this question in this respect. Turn Key facilities which do not require mobilisation are not required to submit a Gantt chart.**)

N.B. Supporting Documentation Required

Given the urgency of the provision of the Services, Tenderers are required to provide a Service Mobilisation Plan (including timelines) which outlines key milestones, including and not limited to Capital Works and Refurbishment, in order for the proposed premises to meet the requirements as outlined in this RFT & describes the steps which will be undertaken in order to be in a position to commence service delivery. (This should include the submission of a Gantt chart & the Gantt chart must be submitted as an Appendix)

While the availability of accommodation centres in as short a timeframe as possible is deemed beneficial by the Contracting Authority, accommodation centres must be available within 16 weeks from the date of the award of any Services Contract.

The Service Mobilisation Plan **must address**, but not be limited to the following;

- o Current situation of the premises;
- o Availability of Independent Living facilities and/or timeline for delivery of same.
- o When the centre and all ancillary services will be available;
- o Works required in order to bring the premises to the required standard;
- o Certification required for the premises to the required standard and details, including professional registration, of the person providing that certification. This person must be named on a register maintained pursuant to Part 3 or Part 5 of the Building Control Act 2007 or Section 7 of the Institution of Civil Engineers of Ireland (Charter Amendment) Act 1969;
- o Current commitments (e.g. Direct provision/conferences/weddings) that must be accommodated/cancelled before Services commence and residents can move in; and
- o Staffing.

Tenderers must address the following in their Tender Submission (please note specific requirements above):

- Tenderers are required to provide a Service Mobilisation Plan to include all elements as outlined above. Mobilisation plans must include detailed timelines.

N.B. APPROVAL OF SERVICE MOBILISATION

Tenderers should note that the Contracting Authority will conduct a final site visit to the premises of Framework Members in order to verify and authorise that the requisite standards and requirements of the Services have been met to the satisfaction of the Contracting Authority (as outlined in paragraph 2.20 of the RFT).

Tenderers must provide all relevant certifications from the registered professional prior to the final site visit from the Contracting Authority [at least 7days prior to the site visit].

Tenderers should note the provisions of the Services Contract (at Appendix 6).

Written approval of Service Mobilisation will be required from the Contracting Authority, and is a condition of, the commencement of any Services Contract.

3. BUILDING AND FIRE REGULATIONS

N.B. Supporting Documentation Required

Tenderers must provide **with their tender response, relevant** certificates as listed below or a declaration that each premises has the capability of obtaining the certification within the timeframe of Tenderer's Service Mobilisation Plan.

Tenderers must provide the name and address of the competent person whom it is proposed will carry out any surveys or inspections of the proposed premises, and/or undertake any design works associated with same. This person must be named on a register maintained pursuant to Part 3 or Part 5 of the Building Control Act 2007 or Section 7 of the Institution of Civil Engineers of Ireland (Charter Amendment) Act 1969.

All premises and accommodation must comply with the Housing Act 1966 with regards to living space per person.

All premises and accommodation must comply with the relevant regulations the associated Technical Guidance Documents where applicable, including but not limited to the following;

- Building Control acts 1990 and 2007

- Building Regulations 1997 to 2017
- Building Control Regulations 1997 to 2009
- Housing Acts 1966 to 2004
- Planning and Development Acts 2000 to 2005
- Fire Services Acts 1981 and 2003
- Any statutory modification or re-enactment of same

Each premises must hold, or have the capability to obtain, the following certification;

- Fire Safety Certificate;
- Certificates of Design, Installation, Commissioning and Handover for the Fire Alarm System, as per IS 3218:2013 or equivalent. The Fire Alarm shall meet the requirements of an L1, LD1 or LD2 type system as appropriate;
- Certificates of Design, Installation, Commissioning and Handover for the Emergency Lighting System, as per IS 3217:2013, or equivalent;
- Safe Electric test sheet/certification of electrical installation.
- Certificate and Opinion of Compliance with the Fire Services Acts 1981 and 2003.

4. ROAD TRANSPORT SOLUTION (IF REQUIRED)

(only required if the accommodation is in excess 2kms from local amenities e.g. shop, school, doctor, post office)

Supporting Documentation Required

Tenderers must provide with their tender response evidence of, or a declaration confirming regulatory compliance regarding their proposed road transport service.

It is a requirement that residents at each facility will have access to local amenities (e.g. shop, school, doctor, post office). In this regard, if the premises offered is in excess of 2km of local amenities, Tenderers must provide a frequent shuttle bus service each day to those amenities. The cost of the provision of this service is to be borne by the Tenderer and included in costs as per Appendix 2.

Tenderers must use legally compliant vehicles and drivers to provide the Road Transport Service.

Tenderers must provide evidence of, or a declaration confirming regulatory compliance regarding their proposed road transport service e.g. Roadworthiness Certificates (CRVT), Tax, Insurance, PSV Vehicle Certificates, Road Passenger Transport Operators Licence, CPC Licence etc.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

5. GENERAL SERVICE REQUIREMENTS LOTS 1 & 2

Successful Tenderer(s) must adhere to all the following requirements if awarded a Services Contract. A response to this section is not required from Tenderers and for the avoidance of doubt, this section does not form part of the Award Criteria for the Competition.

1. The premises must be **located within the Border region (Cavan, Donegal, Leitrim, Monaghan and Sligo)**. It is a requirement that residents at each facility will have access to local amenities (e.g. shop, school, doctor, bank, post office etc.). In this regard, if the premises offered is in excess of 2km from the local amenities, then a shuttle bus service must be provided. Please see Appendix 1, Section 5.
2. Successful Tenderers should be aware of the cultural background of the residents residing at the premises. All safety and other relevant information should be in English only.
3. Successful Tenderer(s) are required to have a staff member who is qualified and/or has experience of providing social care within a residential setting. This should include the ability to identify issues, communicate with residents and liaise with relevant state agencies and non-governmental organisations as required.
4. For every new group of residents, Successful Tenderers(s) must provide an induction seminar to the residents when they arrive. This should include information on safety, house rules, catering, laundry, housekeeping, security, education arrangements etc.
5. The Contracting Authority's staff and nominated third parties carry out inspections (formal, informal and ad hoc) and bed audits at accommodation centres on a regular basis, to ensure that all requisite standards are being met. Successful Tenderers must ensure that staff at the centre cooperate fully with any such inspections. A copy of previous inspections are available to view on the Contracting Authority's website, <http://www.ria-inspections.gov.ie/en/RIAIR/Pages/Latest>.
6. The Contracting Authority reserves the right for it or its appointed agents to undertake an inspection of all food storage, delivery, cooking or catering areas without prior notice, to check food temperatures and to take food samples at random for bacteriological testing, or sampling of portion sizes. Such an inspection shall neither mitigate in any respect the responsibilities of the Tenderer under the Services Contract nor substitute for any expert witness for which the Tenderer is responsible. The cost of sample testing will be borne by the Tenderer and the frequency will be dependent on the incidence of negative or positive results. In carrying out an inspection the representative of the Contracting Authority shall comply with all legislation on health and safety, clothing and hygiene regulations.
7. Successful Tenderers must accommodate any person whom the Contracting Authority refer to the centre.
8. It is the responsibility of each Successful Tenderer to endeavour to ensure maximisation of capacity at all times. Where a resident informs the Successful Tenderer that s/he is vacating the accommodation, the Successful Tenderer must inform the Contracting Authority. If a resident has not used the accommodation for a period of 3 consecutive nights, the Successful

Tenderer must inform the Contracting Authority. The Successful Tenderer may also be required to contact other parties (e.g., Community Welfare Officer (CWO), HSE, etc.);

9. Successful Tenderers are responsible for assigning suitable bedrooms to each resident or family of residents.
10. Under the Immigration Acts 2004 and the International Protection Act 2015 the identity of those seeking international protection is required to be protected and successful Tenderers and their staff shall put in place measures that ensure such protection is maintained. Save in respect of bona-fide support groups, registered with the Contracting Authority, no information likely to lead members of the public to identify a person as an applicant shall be made available without the consent of that person. In addition, all requests from media organisations in relation to those seeking international protection resident at any centre must be promptly referred to the Contracting Authority.
11. Successful Tenderers shall ensure that no residents are given any responsibility or access that may enable them to view files or computer systems that contain resident records.
12. Successful Tenderers must record the name and unique Department of Justice and Equality identification number of each resident in an Official Register of residents on their arrival and thereafter on a daily basis. Successful Tenderers must comply with any changes in the law or the Minister's requirements regarding registration of protection applicants that may arise;
13. Successful Tenderers, shall to the best of their ability, record the name and Temporary Residence Certificate reference number of each resident in the official register of those seeking international protection on his/her arrival at the Centre and thereafter on a daily basis. The register shall be made available for inspection, at all times, by any officer designated by the Minister. In addition, the Contractor shall forward to the Contracting Authority by fax/e-mail, before 2200hrs each Sunday a copy of the updated register, including arrivals, departures, vacancies and reconciliation sheets. This information must be presented in the agreed format, i.e. computer generated and emailed to an agreed email address.
14. Successful Tenderers must furnish to the Contracting Authority all relevant information regarding residents immediately if and when required to do so.
15. Successful Tenderers must contact a designated Community Welfare Officer (CWO) to ensure that all new arrivals receive their statutory entitlements.
16. The Contracting Authority requires the development of support groups, known as Friends of the Centre, to assist residents in establishing links with sport or community groups, etc. The Successful Tenderer should promote participation in any entertainment / leisure facilities and provide rooms, where available, on site for use by residents, which must be free of charge. Work to develop community linkages should include a focus on developing reciprocal linkages with residents participating in activities in the local community and vice versa. The Centre Manager should consider making facilities in the centre, e.g. meeting rooms and grounds available for meetings and other activities to create and strengthen two-way links between residents and the local community.
17. Successful Tenderers must provide effective collection and disposal of domestic waste and recycling initiatives. Successful Tenderers must ensure that it complies with waste

management legislation and any specific requirements of the relevant local authority, as well as its Waste Management Plan. All waste management cost and waste collection costs are to be included as part of the fixed cost contract price.

18. The Successful Tenderer must put in place procedures for the distribution of post to residents. These procedures may be inspected and reviewed by the Contracting Authority from time to time.
19. The Successful Tenderer must co-operate with Contracting Authority, Department of Education and Skills and local schools to ensure all school age residents are placed in schools if required.
20. The Successful Tenderer is responsible for the payment of all utility bills, including the following non-exhaustive list: Gas, Water rates, Sewage charges, Phone & WIFI located in the premises, replacement room keys, TV subscriptions, etc.
21. Successful Tenderers will be expected to liaise closely with the Contracting Authority on an ongoing basis, to discuss the implementation of the Services Contract and the operation of the centre(s).
22. Successful Tenderers are expected to be flexible with regards to suppliers of goods and services for the operation of the accommodation centres, ensuring value for money and quality of goods/services.
23. In light of changing circumstances operational and/or legislative reasons, further responsibilities may be added during the course of the Services Contract, and will be deemed to be covered by the Services Contract.
24. Successful Tenderers must ensure that the child protection policy of the Contracting Authority is in place, that all staff are aware of this policy and that it is adhered to. Notification of this policy must be prominently displayed in the public area of the Centre. All Tenderers must demonstrate compliance with Children's First Act 2015, in particular the requirement to have a Child Safeguarding Statement and acceptance of the requirement for centre managers and/or designated liaison persons to be "mandated reporting persons" within the meaning of the Act. The full text of the Act is available online at IrishStatuteBook.ie. The Successful Tenderer is also required to have an individual Child Protection Policy for the centre(s) that is in agreement with and does not supersede the Policy of the Contracting Authority. A copy of the Contracting Authority's Child Safeguarding Statement and Child Protection Policy is available at;
[http://www.ria.gov.ie/en/RIA/Revised%20Child%20Protection%20&%20Welfare%20Policy%20for%20Accommodation%20Centres%20\(October%202014\).pdf/Files/Revised%20Child%20Protection%20&%20Welfare%20Policy%20for%20Accommodation%20Centres%20\(October%202014\).pdf](http://www.ria.gov.ie/en/RIA/Revised%20Child%20Protection%20&%20Welfare%20Policy%20for%20Accommodation%20Centres%20(October%202014).pdf/Files/Revised%20Child%20Protection%20&%20Welfare%20Policy%20for%20Accommodation%20Centres%20(October%202014).pdf)
25. Within four (4) weeks of commencement of a Services Contract, Successful Tenderers must produce to the Contracting Authority a Safety Statement within the meaning of the Safety Health and Welfare Act 2005 for each centre(s) and a detailed fire / emergency evacuation plan.

26. Successful Tenderers have an on-going responsibility to provide information to the residents on fire safety prevention.
27. Successful Tenderers will be responsible for the implementation of all fire safety procedures and for ensuring all Fire Registers are completed and are kept up-to-date.
28. The Accommodation Centre House, Rules and Procedures are as set out in the Contracting Authority's booklet dated June 2017 (or any amended version thereof). The Successful Tenderer shall ensure that all staff are aware of the contents of this booklet and that a copy of the booklet is given to residents on arrival and that the appropriate translated copy is available for non-English speakers. Copies of the House Rules and Procedures for Reception and Accommodation Centres is available to download from; <http://www.ria.gov.ie/en/RIA/House%20Rules%20revised%20January%202019.pdf/Files/House%20Rules%20revised%20January%202019.pdf>
29. It is a matter for the Successful Tenderers to fully implement any policies/guidelines required by the Contracting Authority, including Infant Feeding Guidelines, Child Protection Policy, House Rules, RIA Policy Document on Sexual & Gender based Violence and "Code of Conduct". Copies of these codes and guidelines are available to download from <http://www.ria.gov.ie/en/RIA/Pages/Home>.
30. Successful Tenderers shall ensure that the requirements of the Safety, Health and Welfare at Work Acts 2005 and 2010, and associated Statutory Instruments, are followed at all times.
31. Successful Tenderers must ensure that, any person or any organisation with a media request, are referred to the Contracting Authority.
32. Any complaints or incidents involving a resident must be recorded by Successful Tenderer(s) and dealt with in accordance with the procedures laid down in the House Rules and Procedures. Successful Tenderers must furnish the Contracting Authority with all information regarding incidents and accidents at the centre. In every incident where an emergency service (including An Garda Síochána, Ambulance or Fire Service) are contacted/or called to the centre, the Contracting Authority should be informed as soon as possible. The information provided should include full details of the incident/accident and history of the incident/accident and ongoing updates.
33. The Successful Tenderer shall provide a secure facility for the storage of bulky items.
34. A noticeboard should be made available where policies, posters and information leaflets can be displayed.

For each Lot tendered for, Tenderers are required to set out their proposals for delivery of the Services in the following order:

1. QUALITY OF SERVICES PROPOSAL

1.1 Housekeeping and Laundry

All bedrooms and ensuites must be cleaned once per week, at a minimum. Where residents choose to clean their own bedroom/ensuite, they must be provided with a supply of cleaning materials. If the cleaning standards are not maintained by the resident, the Successful Tenderer has responsibility for cleaning the room. All communal and administration areas within the premises (e.g. public toilets, corridors, canteen, dining area, meeting rooms) must be cleaned on a daily basis, at a minimum. Tenderers must ensure that all accommodation units, including those which are vacant or held for emergency accommodation, are checked on a weekly basis, at a minimum. Such checks to include cleaning standards, heating system, smoke detectors and fire-fighting equipment (where applicable), and note any maintenance issues requiring attention. Tenderers must have due regard to the privacy of residents.

When a unit is vacated, each bedroom and ensuite must be thoroughly cleaned and if required painted, fitted with floor covering etc. before being assigned to a new resident. This process must happen in a timely manner to ensure that the accommodation is ready for the next resident(s). On arrival at the centre, Tenderers must provide each resident with a toiletry pack. The pack must include a supply of soap, shampoo, toilet paper, toothbrush and toothpaste and other personal sanitary supplies. These supplies must be replenished as required for the duration of the resident's stay. Each resident must be supplied with two towels and bed linen on their arrival.

Tenderers can choose if bed linen and towels are to be washed by the residents or washed in a separate facility by staff or outsourced. If Tenderers decide that staff will wash towels and/or bed linen or this service will be outsourced, towels must be washed and replaced on a weekly basis and bed linen shall be washed and replaced as required. Notices of the availability of a laundry service shall be posted prominently within the centre. Irons and ironing boards should be made available to residents as required.

A register of housekeeping and laundry must be maintained and must be available for inspection by the Contracting Authority, its agents or inspectors.

Tenderers must address the following in their Tender Submission (please note specific requirements above):

Housekeeping and Laundry

- The proposed approach and the regularity on how bedrooms/ensuites will be cleaned e.g. cleaned by staff/residents
- The proposed approach and the regularity on how all rooms other than bedrooms/ensuites will be cleaned.
- The proposed approach as to the inspections of rooms and the checking of all safety equipment.

- The proposed work and timelines from when a bedroom is vacated until it is ready for the next group of residents.
- The proposed approach and the regularity of laundry arrangements.

1.2 Maintenance (General Building Maintenance and Grounds Keeping)

The premises and equipment (incl. safety equipment) must be kept in good condition and fit for use throughout the contract. Tenderers must carry out regular checks in order to ascertain any maintenance or health and safety issues that need to be addressed. All issues must be addressed as soon as possible.

The premises should be laid out so that communal areas are easily accessible to visitors and residents alike. Bedrooms and communal rooms shall receive natural light. Bedrooms shall be ensuite, designated for the exclusive use of the occupants of a bedroom (must be located on the same floor) or in the case of communal bathroom facilities, be located within 20m of travel distance from the bedroom of the resident who will use that bathroom. Tenderers are responsible for ensuring that the centre building(s), and fixtures and fittings are properly maintained and are fit for use.

Paintwork, flooring, furniture, glazing and other elements of the building fabric must be kept clean and in good condition for the duration of the contract. Electrical appliances, luminaires and sanitary appliances shall be functional at all times and shall be repaired or replaced immediately as required.

Tenderers are responsible for ensuring that the grounds of the centre (including, but not limited to outdoor areas, fencing, driveways, footpaths, walkways, gate-houses, security huts, barriers, play areas, gardens and perimeter) are maintained in a neat, safe and tidy order.

Tenderers will be required to furnish to the Contracting Authority on an annual basis a Certificate and Opinion of Compliance with the Fire Services Acts signed by a Chartered Engineer, Registered Architect or Chartered Surveyor. Tenderers who fail to do so may be penalised.

Tenderers must address the following in their Tender Submission (please note specific requirements above):

Tenderers must provide details on their proposal for the provision of general maintenance services and the maintenance schedule for the following;

- i) Building interior,
- ii) Building exterior,
- iii) Grounds,
- iv) Maintenance/Service arrangements of Safety Equipment (i.e. fire-fighting equipment etc.),
- v) Layout, accessibility and physical characteristics of building.

These shall also be assessed by way of a site visit by the Evaluation Team during the evaluation process.

1.3 Security and Supervision

The Contracting Authority and the Successful Tenderer(s) will agree a security and supervision protocol ("Security Protocol"). Tenderers must ensure that all personnel who carry out a security function comply with the licensing requirements of the Private Security Authority and must comply with the Private Security Services Act 2004.

Under the Immigration Act 2004 and the International Protection Act 2015 the identity of those seeking international protection is required to be protected and Tenderers are responsible for providing security and supervision services at each premises.

Tenderers shall ensure that only staff, residents, visitors signed in by residents and the Contracting Authority's nominated agents are present at the Centres. Adequate controls for vehicles and visitors at the gate and the front door must be in place to support this.

Tenderers must put in place a procedure to allow residents to receive visitors. Such visitors may be received in suitable defined areas, daily at least between the hours of 1000hrs and 2200hrs. Each visitor should be signed in by the resident being visited prior to gaining admission to the premises. Tenderers shall ensure that visitors vacate the premises as and when required. No visitors should be allowed to enter the premises without a prior appointment made with Management or a resident.

Tenderers must maintain a security register for inspection by the Contracting Authority, its agents or inspectors and should record the following:

- All visitors to the centre,
- All incidents and complaints,
- A record of meeting all relevant obligations, (e.g. fire drills, means of escape checks under the Fire Services Acts 1981 and 2003).
- Any other relevant information

Each premises must have a minimum of the following security measures in place;

- A suitable barrier/gate should control access for vehicles to the premises and car park. The barrier system / gate should be controlled by a suitable staff member.
- Security personnel on site at all times.
- Where CCTV is installed, Tenderers must have appropriate policies in place in relation to CCTV management. CCTV must not be installed in meeting rooms.
- Access to the building must be controlled by a security system on the main doors.
- Regular security patrols of the building and grounds must be completed and recorded.
- Additional security may be required at short notice and must be provided by the Successful Tenderer when required.
- Regular security assessments of the centre must be carried out and recorded.

Tenderers must address the following in their Tender Submission (please note specific requirements above):

Tenderers must provide a proposal for the management of security to address the following;

- i) Vehicle access to the premises and car park,
- ii) Access into the building,
- iii) All Personnel at the premises during the Day and Night

1.4 Implementation Plan to provide for the welfare needs of residents

The ongoing welfare needs of residents is of utmost importance to the contracting authority.

Tenderers must propose an implementation plan to provide for the welfare needs of residents. The proposal must address the following areas:

- Details regarding the experience/qualifications of staff with experience of providing social care in a residential facility, ideally in a multicultural environment. Reference should be made to any qualifications/experience in dealing with vulnerable people/ people suffering from the effects of trauma.
- Proposals regarding the provision of social supports to residents. This proposal should in particular address the assisting of residents to integrate and have meaningful interaction with the local community and non-government agencies who can assist residents in adapting to their new environment.
- The implementation plan should provide for meeting the recreational needs of residents and the availability of sporting, cultural and community pursuits that would be available to residents.

2. Food Hall

2.1 Food Hall and Catering Facilities

Tenderers must provide, **with their tender response**, a narrative addressing each of points (a) to (m) below to illustrate that they have the capability to provide all residents with an adequate supply of suitable food in order for residents to cook their own meals. A description of the minimum requirements is provided below. However, a full board option, where residents can avail of meals cooked by competent staff, shall be retained. Where a points systems is in operation, each prepared meal will have a determined points value which will be deducted from the resident's weekly allocation. If the proposed premises does not currently have the capability to provide facilities for independent living outlined in points (a) to (m) below the Tenderer must include a plan for the provision of same in his Service Mobilisation Plan.

- a) Tenderers must have a food hall in place that has offers a suitable range of food products, toiletries and cleaning materials. Tenderers shall consult with the residents on a frequent and regular basis regarding items that available in the food hall. All food available for cooking purposes shall be agreed with the Contracting Authority. Tenderers are required to include a submission containing details of the proposed Food Hall and cooking arrangements. An outline of the minimum range of food products that should be available in the food hall is given below. A sample product list is included in Appendix 9.
- Meat, fish (including oily fish);
 - Eggs;
 - Non-meat proteins such as pulses, beans and tofu;
 - Dairy products including fortified milk;
 - Variety of breakfast cereals, including porridge;
 - Potatoes, wholegrains, rice and pasta;
 - Fresh fruit and vegetables;
 - Olive, rape and other cooking oils;
 - Spices and sauces;

- Ethnic goods;
 - Tea, coffee and other hot drinks;
 - Sweets, pastries and carbonated drinks.
- b) The Contracting Authority recognises that the quality of the food can be reflected in the contentment of the residents. The Contracting Authority considers the provision of good, nutritious and culturally appropriate food to be of vital importance to the smooth operation of any centre. The food products available in the food hall must reflect the reasonable needs of the different ethnic groups (e.g. the provision of halal food for Muslim residents, the provision of food for gluten free, vegetarian, vegan residents, etc.). Tenderers must ensure that food halls are adequately stocked in order to provide a choice for residents.
- c) Where a points system is in operation, the Contractor must ensure that it is managed by an Electronic Point of Sale system.
- d) LOT 2 ONLY : The requirements of infants and young children must be taken into account when taking into consideration the products available in the food hall (e.g. the provision of formula and infant food and access to heated milk for children). All infant food must conform to the “Infant Feeding Guidelines”, a copy of which is found at; <http://www.ria.gov.ie/en/RIA/Infant%20Breast.pdf/Files/Infant%20Breast.pdf>.
- e) Responsibly sourced products must be used and food from the meat, poultry, egg, and seafood categories must be sourced from accredited schemes. All food products available must be fully traceable. Tenderers shall have a traceability system in place that complies with the Food Safety Authority of Ireland’s Best Practice Guidance Note.
- f) The Successful Tenderer is obliged to offer a prepared hot meal alternative for lunch and dinner to residents. The hot meal alternative menus shall reflect both the reasonable needs of the different ethnic groups accommodated and the reasonable prescribed dietary needs of any person accommodated at the centre.
- g) The Successful Tenderer shall ensure that adequate arrangements are in place for the provision of meals for residents who, in exceptional circumstances, are unable to prepare their own meals or be present at normal mealtimes.
- h) Residents are to be consulted and agreement to be reached regarding alternative arrangements in relation to all aspects of catering during Ramadan. Opening times may be subject to change due to festivals/major holidays and must be agreed with RIA.
- i) On prior notice from the Contracting Authority, residents must be offered a meal and/or refreshments on their initial arrival at the premises. Access to drinking water, and tea and coffee making facilities must be available to residents at all times. Residents shall be provided with a welcome food pack on arrival.
- j) All residents must receive a safety demonstration on how to use all cooking appliances, and cookery training to train residents in food hygiene and how to safely store and cook their food

in order to prevent potential cross contamination and food poisoning. Each resident must receive this training without hesitation on their arrival at the centre by a suitably qualified chef who has completed Hazard and Critical Control Points (“HACCP”) training.

- k) Each resident will be provided with cooking utensils.
- l) Tenderers must comply with all relevant food hygiene, health and safety and the environment legislation and standards outlined in the Food Safety Authority of Ireland (FSAI) Guidance notes found at (www.fsai.ie) and to include, but not limited to;
- **Regulation (EC) No 178/2002** – Lays down the general principles and requirements of food law and makes it illegal to place unsafe food on the market.
 - **Regulation (EC) No 852/2004** – Sets out rules and requirements on the hygiene of foodstuffs, including premises layout, temperature control, HACCP, equipment, transport, waste, personal hygiene and training
 - **Regulation (EC) No 853/2004** – Sets out specific hygiene rules for products/foods of animal origin.
 - **S.I. 556 of 2014** – Relating to the provision of food information to consumers
 - **S.I. 489 of 2014** – Health (Provision of Food Allergen Information to Consumers in respect of Non-Prepacked Food) Regulations 2014
 - **S.I. 619 of 2001** – Safety Health and Welfare at Work (Chemical Agents) Regulations
 - **I.S. 340:2007** – Hygiene in the Catering Sector
 - **I.S. 341:2007** – Hygiene in Food Retailing and Wholesaling
 - **I.S. 22000:2005** – Food Safety Management
 - European Communities (Drinking Water) Regulations 2000 – 2007
- m) Opening Times of the Food Hall & Cooking Facilities shall be agreed in consultation with the residents and must be agreed with RIA.

3. Management and Staffing

Tenderers must ensure that the services to residents are provided on a 24 hour, 7 days a week basis. Tenderers must ensure that all staff meet all statutory requirements (e.g. employment permits, licences etc.) and there is a suitable number of qualified/experienced staff to carry out the services required on the premises at all times. The Contracting Authority have a ‘Code of Practice for Persons Working in Accommodation Centres, which is available to download at:

<http://www.ria.gov.ie/en/RIA/Code%20of%20Practice%20Doc%20Sept%202005.pdf/Files/Code%20of%20Practice%20Doc%20Sept%202005.pdf> **New code of Conduct to be issued in the near future.**

A management/supervision presence is required to be on duty at the premises seven (7) days a week. It is necessary that the on-call manager/assistant manager can arrive on site within twenty (20) minutes should it be deemed necessary. The management team must be able to communicate fluently (both verbally and in writing) in the English language and need to be fully aware of the cultural needs and requirements of the residents at all times. There must be a suitable qualified and trained first-aider available to deal with any sickness/injuries that may occur to residents at all times.

It is the responsibility of the Successful Tenderer that all staff/sub-contractors that will be on the premises are fully Garda Vetted. Garda Vetting of all personnel employed or sub-contracted to the Successful Tenderers will be carried out by the Contracting Authority. Any staff member who does

not meet Garda Vetting criteria must be replaced for the purpose of this contract. The Contracting Authority monitor compliance in this regard during the contract term.

3.1 Staffing

The Contracting Authority envisages that the below listed positions, are required at a minimum, to run this service successfully. Tenderers must outline their proposed staff and their relevant qualifications/experience if requested for each of the positions below.

(i) Centre Manager

The Centre Manager will have overall responsibility for the day-to-day management of the centre. Day-to-day management will include all operational requirements listed in this RFT document and the coordination of regular meetings with residents. The Centre Manager must have a minimum of 12 months previous management experience in a Hotel/Accommodation Centre or equivalent. The Centre Manager will also be the Contracting Authority's point of contact for this centre.

Tenderers must provide a Curriculum Vitae for the proposed Centre Manager at each facility. Each Curriculum Vitae must demonstrate that the Centre Manager has a minimum of 12 months management experience in a Hotel/EROC/Direct Provision Centre or equivalent

(ii) Staff Numbers and Rosters/Plans

Tenderers are required to provide details on the proposed total staff complement (on a full time equivalent basis) and a suggested plan/roster of staffing levels to meet the requirements of this RFT.

Successful Tenderers may be required to provide the Contracting Authority with an updated detailed list of all staff employed at the premises (include their names, position and working hours) at any time during the fulfilment of the contract. Successful Tenderers must inform the Contracting Authority of any staff changes during the course of the contract, ensuring that the Contracting Authority has an up-to-date list at all times. The Contracting Authority reserves the right to verify such information. Prior to any new staff member being employed by the Successful Tenderer at the premises, such staff must be Garda vetted by the contracting authority, as per Section 3 above.

Successful Tenderers must ensure that the staffing levels in the plan/roster are the minimum staffing levels on duty at the times stated and any reduction in the minimum levels must be agreed in advance with the Contracting Authority.

Tenderers must address the following in their Tender Submission (please note specific requirements)

- **Reception staff**

Successful Tenderers must ensure that an adequate number of staff are employed in order for the reception area to be manned during normal working hours. Reception

staff should be the first point of contact for all residents and visitors and be in a position to assist residents with any queries which arise.

- **Housekeeping Staff**

Tenderers must ensure that an adequate number of staff are employed in order for the housekeeping duties to be appropriately fulfilled.

- **Maintenance Personnel**

Tenderers must ensure that an adequate number of Maintenance Personnel are available in order for all equipment (incl. safety equipment), the premises and the grounds are fit for purpose and maintained in a neat, safe and tidy manner. Maintenance personnel must also carry out regular checks in order to ascertain any maintenance or health & safety issues that need to be addressed and address these issues in a timely manner.

- **Security Personnel**

Tenderers must ensure there that there is an adequate provision of 'Security Personnel' in order to fulfil the duties as per Appendix 1, Section 1.3 above.

Tenderers must address the following in their Tender Submission (please note specific requirements above):

- Tenderers must outline the overall envisaged staffing levels and prepare a staffing plan/ roster (on a full time equivalent basis) that demonstrates how the following functions will be discharged for each of the proposed premises ;
 - Management
 - Administration
 - Reception
 - Chefs (if applicable)
 - Catering (if applicable)
 - Maintenance
 - Housekeeping
 - Security
 - Food Hall Staff
 - Other (please specify)

(iii) Staff Training

Whilst not an exhaustive list, Tenderers are expected to, at a minimum, address the following in their Tender Submission (please note specific requirements above):

Tenderers must provide details on their proposal for the provision of on-going training for all staff in the following areas:

- Conflict Management;
- Diversity & Cultural Awareness;
- Resilience Training;

- Emergency Response Procedures;
- Front of House Operations Manual;
- Food Sensitivity;
- Allergens Awareness;
- Chemical Training;
- Manual Handling;
- Fire Safety Awareness/Fire Marshall Training;
- Fire Evacuation & Assembly;
- HACCP & Food Hygiene;
- Workplace Health & Safety;
- Basics & Beyond Customer Care;
- Children First (HSE) Child Protection Awareness;
- Code of Practice for Persons working in Accommodation Centres.

4. Food Hygiene, Health & Safety and Environment

4.1 Food Hygiene, Health & Safety and Environment

A food safety management system incorporating the principles of Hazard Analysis and Critical Control Points (“HACCP”), or equivalent, must be in place in accordance with the European Communities (Hygiene of Foodstuffs) Regulations 2006. Each Tenderer must demonstrate in a clear and comprehensive manner how it proposes to adhere to all relevant food hygiene, health & safety and environmental legislation, specific to the food service industry, to include but not limited to;

- Food traceability from farm to table on all products
- Deliveries, Storage, and Distribution
- Zoning (Separation of activities to prevent potential food contamination)
- Waste Management
- Methodology for managing food safety documentation and records
- Management of Allergen information
- Proposal to manage and resolve any complaints/incidents in relation to (but not limited to) food products, foreign materials or customer complaints of a medical nature

The Contracting Authority reserves the right to seek evidence that the above food safety management system is in place at any time during the term of the Contract.

Tenderers must address the following in their Tender Submission (please note specific requirements above):

- (i) Tenderers are required to demonstrate in a clear and comprehensive manner how it will incorporate the principles of “HACCP” (or equivalent) and how it proposes to adhere to all relevant to food hygiene, health & safety and the environment legislation, specific to the food service industry, to include but not limited to, the list provided above.

- (ii) Tenderers must provide an Independent Living Proposal that gives details of the cooking facilities (existing or proposed). This should include floor plans, lists of appliances, food storage facilities and lists of utensils.

5. Ensuring Continuity of Services

5.1 Ensuring Continuity of Services

Tenderers must submit their proposed methodology for ensuring continuity of service in the event of a disaster or unforeseen circumstances such as fire, flood, or having any required certification rescinded during the term of the contract, including, but not limited to:

- Contaminated water supply;
- Unavailability of bed space due to an act of god;
- Unavailability of food supply / catering services (e.g. non-compliance/certification rescinded, equipment failure, delivery issues, stock/product shortages, etc.).
- Failure of services delivery such as electricity, water, etc.

Tenderers should also consider their communication protocols to ensure they are the Contracting Authority are made fully aware of all updates regarding on the Tenderer's continuity of supply in the event of a disaster.

Tenderers must address the following in their Tender Submission (please note specific requirements above):

- Tenderers are required to provide their proposed methodology for ensuring continuity of service in the event of a disaster for all the elements as outlined above. The methodology must include indicative timelines as to when counter measures will be introduced and when normal services will be resumed for each of the above listed elements.

6. Value-Add

6.1 Value Add Service and Facilities

Tenderers should outline any suitable additional facilities/services which it consider will add value for residents. Examples of such facilities/services might include but not be limited to the following;

- Crèche / Pre-school (for Lot 2)
- Leisure facilities
- Cookery Classes
- Proposals for access to cultural/recreational facilities within the community.
- Accessible accommodation for disabled persons/wheelchair users.

Appendix 2: Pricing Schedule

1. Cost (400 marks)

Where a tenderer proposes more than one premises a separate Pricing Schedule must be submitted for each separate premise.

Tenderers must submit a fee structure setting out **an all-inclusive fixed price** per person per day for the cost of providing the Services at each proposed centre.

The fixed cost for the provision of accommodation to persons seeking international protection and ancillary services. This price must be that amount which is necessary to carry out all of the work required to deliver the Services as set out in Appendix 1 (Requirements and Specification) to this RFT; this price must include all costs under the following headings:

- Premises
- Food Hall Costs
- Housekeeping and Laundry
- Maintenance (General and Grounds)
- Security and Supervision
- Management and Staffing
- Service Mobilisation (Year 1 only)
- Value-Add Facilities/Services
- Road Transport Solution (if applicable)
- Other costs

Tenderers are required to insert the daily costing per outlined criteria. The weekly and annual costings will be automatically calculated from the daily figure.

The AVERAGE Price Per Person Per Day (PPPD) total will be the ONLY figure evaluated under 'Costs'

- Tenderers must complete the cost schedules in the Excel File(s) provided, calculating their proposed rates based on Appendix 1 (Requirements and Specification) to this RFT. Tenderers must return the cost schedules in Excel format and must not modify the format other than inputting the requested information.
- Note: There are 4 worksheets on the attached spreadsheets and each of the four must be completed. It should be noted that 'Year 1' on the attached spreadsheet differs from years 2, 3 and 4 as the Contracting Authority acknowledges that Tenderers may incur 'up-front' mobilisation costs.
- Please read the Instructions outlined in Tab 1 in the Excel file.
- Prices quoted will be fixed for the full duration of the contract.
- All prices quoted should be expressed in Euro only and exclusive of VAT.
- Any currency variations occurring over the any Services Contract are at the risk of and shall be borne by the Tenderer.

Appendix 3: Tenderers' Statement

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

TENDERERS' STATEMENT

TO: [Insert name of Contracting Authority] (the "Contracting Authority")

RE: Request for Tenders for the Provision of [insert type of services required]

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

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of:
 - a) the RFT;
 - b) the Framework Agreement and agree that, if offered appointment to the framework, we will execute the Framework Agreement at Appendix 5 of the RFT and the Confidentiality Agreement at Appendix 7 of the RFT;
 - c) the Services Contract and agree if awarded any contract pursuant to the Framework Agreement to execute the Services Contract at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Services in accordance with the RFT, our Tender and any Services Contract awarded pursuant to a Framework Agreement.
5. We agree that, if awarded any contract pursuant to a Framework Agreement that we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract pursuant to a Framework Agreement, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the

Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of [insert type of services required]

NAME: [\[Click here and insert name\]](#)

ADDRESS: [\[Click here and insert address\]](#)

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

- (a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
- (b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or [\[Click here and insert name of entity\]](#).
- (c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
- (d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
- (e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
- (f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
- (g) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
- (h) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- (i) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.

- (j) Is not guilty of grave professional misconduct.
- (k) Has not entered into agreements with other economic operators aimed at distorting competition.
- (l) Is not aware of any conflict of interest due to its participation in the Competition;
- (m) Has not had any prior involvement in the preparation of the Competition;
- (n) Has not 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.
- (o) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .
- (p) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

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

Signature of Declarant

Name of Declarant in print or block capitals

Declared before me by _____ who is personally known to me

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

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

methods such as eye contact lenses and micro-needle technologies, instead of the more traditional injections. It aims to train researchers to develop patient-friendly drug delivery technologies.

towards the Parnell Street end of O'Connell Street, a short distance from the GPO and the Spire.

A suspect, a man in his late



An Roinn Dlí agus Cirt agus Comhionannais
Department of Justice and Equality

Reception and Integration Agency Department of Justice and Equality

The Department of Justice and Equality, through the Reception and Integration Agency (RIA), wishes to invite expressions of interest from Hotels, Hostels and Guesthouses interested in providing emergency full board accommodation (bed, three meals per person per day, and laundry) for up to a 26-week period, in the State, for persons seeking international protection. This call for expressions of interest is in response to an urgent and increasing demand for accommodation and is an interim measure. The accommodation must be readily available and any booking arrangements will be for a maximum of a 26-week period.

A public tendering procedure is currently under way and will continue to take place across the State between now and 2020 to cover longer term accommodation needs that may arise. This Expression of Interest does not replace tendering processes that are underway or that will be commenced to meet this longer term need.

The type of premises required includes Hotels, Hostels and Guesthouses. RIA is not seeking exclusive use of any premises and any capacity not being utilised in the premises by RIA can continue to be made commercially available. Accommodation that is not close to a town/urban area with links to the Dublin area should provide a transport solution.

RIA intends to identify from the expressions of interest the most appropriate premises to meet this emergency need for accommodation services for people seeking international protection.

The expressions of interest are requested in accordance with Sections 4(5) and 4(6) of Statutory Instrument No. 230 of 2018 European Communities (Reception Conditions) Regulations 2018, and will be assessed on the provision of suitable accommodation:

- that is clean and safe;
- that is within a reasonable travel distance to the International Protection Office in Dublin;
- has transport links to Dublin;
- and the cost of accommodation offered.

Sections 4(5) and 4(6) of Statutory Instrument No. 230 of 2018 European Communities (Reception Conditions) Regulations 2018 allow the Minister to provide material reception conditions in a manner different to the regulations where the accommodation normally available is temporarily exhausted, is for as short a period as possible and meets the recipients' basic needs.

While the deadline for receipt of expressions of interest is 17:00 on Friday 28th June 2019, expressions received after that date and into the future may be assessed should the need arise at that time.

Applications should be emailed to ria_inbox@justice.ie with the subject header "Expression of Interest" and should contain the following information:

- Name, address and Eircode of premises;
- Capacity of premises;
- Proposed cost per person per night of providing accommodation. Costs should take into consideration staffing, accommodation, food, utilities, laundry and transport (where necessary).

Any queries should be sent to ria_inbox@justice.ie.

IRISH EXAMINER

Officials won't to 'de-escalate' Rockall tensions

Daniel McConnell
Political Editor

The Cabinet has decided that attempts will be made to "de-escalate" tensions with Scotland over the ongoing Rockall fisheries row.

Taoiseach Leo Varadkar told the Dáil that the matter was discussed by the Cabinet yesterday and by the Scottish government at its meeting: "It has been agreed that a process of intensified engagement will take place, led by senior officials from both administrations. I think it's fair to say that both administrations would like to see this matter de-escalated."

Mr Varadkar said the dialogue was continuing between the Irish and Scottish governments: "There have been close contacts at official level over recent days to de-escalate tensions."

Scotland's first minister Nicola Sturgeon pledged to avoid confrontation with Ireland over the Rockall fisheries dispute.

"We don't want confrontation with any country, but certainly not with a partner as close as Ireland. So we are focusing on trying to find an

agreed way and, as discussions Scottish told Eur

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Renua to re

Joe Leogue

Renua will continue to be able to claim over €250,000 a year in taxpayers' funding — despite not having any elected representatives.

Confirmation that the party will still be eligible for State funding came after Renua's party leader and only elected representative announced he is leaving the party.

John Leahy, who was elected to Offaly County Council last month as a Renua candidate, says he will run as an independent candidate in the Laois/Offaly constituency in the next general election.

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12-6-2019

7 Catering and ancillary services in prisons

- 7.1** Catering in prisons is a significant operation that involves the procurement, storage and control of foodstuffs (including beverages), and the preparation and distribution of sufficient suitable meals and drinks daily to a prisoner population averaging just under 4,000 at 12 locations around the State.¹ These catering operations are managed by Irish Prison Service staff, and the related costs are charged to the Prison Service vote (Vote 21). In 2019, the Irish Prison Service incurred expenditure of €8.2 million on food for its prisoner population.
- 7.2** A number of related or ancillary services operate within prisons but are not funded by the Prison Service. These include mess committees that operate staff catering services, as well as prison shops (usually referred to as 'tuck shops') whose profits are transferred to a separate account for the benefit of prisoners. In addition, prisons operate accounts for prisoners' personal money. An overview of these services is presented in Figure 7.1.

Focus of this examination

- 7.3** Prisons catering for prisoner meals and mess committees frequently purchase the same types of food inputs from the same suppliers. Prison shops are managed by assigned prison officers and are expected to operate on a 'for-profit' basis. Prisoner welfare funds generated by the profits from prison shops are controlled by respective prison management. The overlaps and relationships between the services create significant control challenges for Prison Service management. This examination was undertaken to review the operation of those controls. Specifically, it sought to review
- the adequacy of arrangements for monitoring and control of catering expenditure and in particular, controls over payments for food purchases and food stocks
 - the effectiveness of agreements between the Prison Service and staff mess committees and the systems in place to monitor compliance with those agreements
 - whether prison shops operate on a 'for profit' basis and the effectiveness of oversight arrangements to ensure there is appropriate control over stock and sales
 - the arrangements in place for the use of money lodged to the prisoner welfare fund and the oversight arrangements to ensure that the funds are used appropriately for the benefit of the prison population.

¹ There are ten closed places of detention and two open places of detention.

² We intended to carry out the audit on site in Limerick Prison but this was not possible due to the COVID 19 restrictions put in place in March 2020.

- 7.4** The examination involved site visits to nine prisons to establish the local operation of catering and related services, and a desk audit² of the operation of the tuck shop and prisoners' welfare accounts in Limerick prison. In addition, the team interviewed senior members of staff in the Care and Rehabilitation and Finance Directorates in the Prison Service headquarters (in Longford), as well as carrying out a review of the processing of catering invoices for payment.

Figure 7.1 Operation of ancillary services in Prison Service

Staff catering services

The Prison Service does not normally provide meals or other refreshments for prison staff on duty. Instead, an arrangement is in place with staff representative bodies under which the Prison Service makes available facilities within eight of the prison campuses to allow voluntary mess committees to operate staff catering services. The mess committees purchase the required food and arrange for the preparation and provision of the food in prisoner work training kitchens. The purchase of supplies by the committees and other costs are funded through staff purchases of meals. The committees are responsible for their own governance and financial management, and financial statements are not published.

Prison shops

Arrangements are in place in all prisons for the operation of shops that sell a range of confectionery, soft drinks, tobacco products, toiletries, magazines and other items to prisoners. The prison shops are operated on a 'for profit' basis. Purchases are made on a cashless basis, with payment for items consumed being drawn from prisoners' personal money accounts. The shops are operated for a number of hours each day by assigned prison officers. Trading accounts for the prison shops are kept separately from the vote account, but the total of the end of year bank account balances for all prison shops is disclosed in notes to the appropriation account.

Prisoner assist programme fund

Trading profits generated in prison shops are transferred to a prisoner assist programme fund (PAPF) account controlled by the respective prison governors. The funds transferred to the PAPF are intended for use for the sole benefit of prisoners, either collectively or in individual hardship cases. These welfare accounts are not treated as part of the vote, but the total of the end of year PAPF bank account balances is disclosed in notes to the appropriation account.

Prisoners' personal money

The Prison Service operates a personal money service for prisoners while they are incarcerated. This includes daily amounts payable to each prisoner, along with any personal money they bring with them on committal, or that is contributed from time to time by others (e.g. family members) on their behalf.

The daily amount payable to each prisoner under an incentivised regimes policy in place ranges from €0.95 for the basic level to €1.70 for the standard level and €2.20 for the enhanced level. Amounts are transferred to prisoner accounts on a weekly basis and these payments are part of vote expenditure.

This money may be used at the direction of the prisoner to pay for items purchased from the prison shop. Any unspent balance remaining in the account is paid over to the prisoner on discharge or if not requested by the prisoner upon release, is transferred to the PAPF account. The personal money accounts are also not treated as part of the vote, but end of year bank balances for the accounts are disclosed in notes to the appropriation account.

Control of catering services

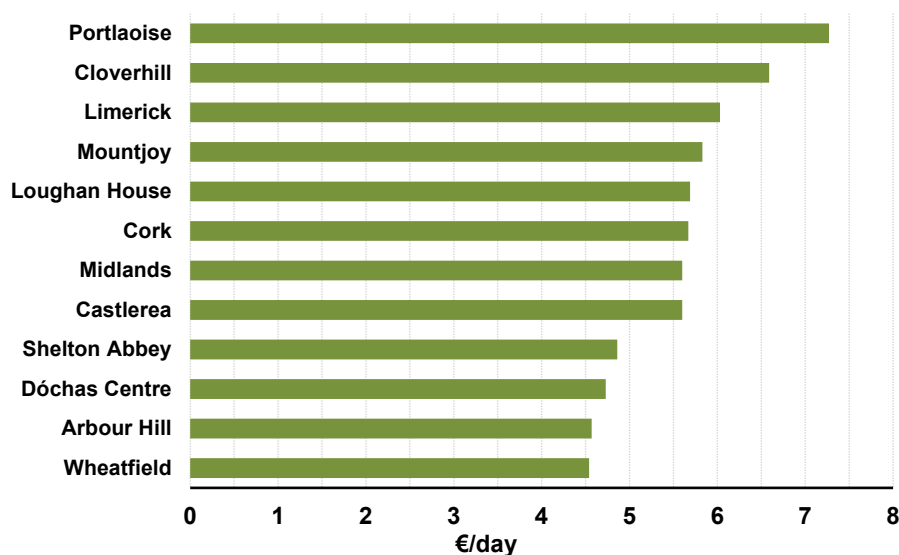
- 7.5** The Care and Rehabilitation Directorate of the Prison Service devises 28-day menu plans for use in all prisons. The key features of the menu system are as follows
- The menu is designed to deliver an average of approximately 2,500 calories for men and 2,000 calories for women daily, in line with recommendations by the Food Safety Authority of Ireland.
 - Recipes with ingredient listings and quantities for a 2,500 calorie intake per prisoner accompany the menu. The menu includes a list of supplementary dishes that can be swapped to cater for specific dietary needs or if dishes prove unpopular.
 - Each person is provided with a cereal-based breakfast, a main mid-day meal including a dessert and a lighter meal in the evening. In addition, each prisoner is provided with a daily allocation of milk and bread (half a sliced pan) together with individual portions of butter, jams and marmalade. Supplies of tea, milk and sugar are available during meal times at food serving stations.
- 7.6** With some exceptions, meals are generally consumed by prisoners in their cells.
- 7.7** Individual catering budgets are not assigned to each prison as there are no devolved budgets at prison level. The arrangements for procurement and payment are as follows
- The Office of Government Procurement, on behalf of the Prison Service, undertakes the tendering for catering supplies for Irish prisons. This results in the creation of a register of approved suppliers. Each prison orders directly from the approved suppliers.¹
 - Where appropriate, food is purchased as individual portions, for example single-serving portions of chicken or fish. Other foodstuffs, such as minced meat and diced stewing beef, are ordered by weight, having regard to recipe specifications and prisoner numbers. Food and kitchen supplies are accounted for as consumable items.
 - Foodstuffs delivered to each prison are checked to the accompanying delivery dockets and signed for. Any shortages in deliveries should be noted by the prison and a credit note sought.
 - Summary invoices supported by copies of the signed delivery dockets are sent by the suppliers to Prison Service headquarters where they are processed and paid.
- 7.8** The Accounting Officer has stated that the annual prison catering budget is ordinarily based on the previous year's expenditure and, where possible, takes into account potential price increases and likely changes in prisoner numbers. Comparative analysis is done on actual expenditure against budgeted on a monthly basis and a review of changes in prisoner population is part of that exercise.

¹ The Irish Defence Forces and the Health Service Executive avail of the same tendering process.

Cost of food per prisoner

- 7.9** In 2019, the Prison Service incurred expenditure of €8.2 million in relation to purchases of food for prisoners. This represented an increase of just under 11% on the expenditure of €7.4 million in 2018. This may be partially explained by increases in the prices of certain foods commonly purchased by the Prison Service and a 2% increase in the average daily number of prisoners from 3,893 in 2018 to 3,971 in 2019.
- 7.10** The expenditure on food for prisoners in 2019 equates to an average of €5.66 per day (just under €40 per week) per prisoner (2018: €5.23 per day). Analysis of payments for food indicates that the cost of providing prisoner meals in 2019 varied from €7.27 per day in Portlaoise Prison to €4.54 per day in Wheatfield Prison — a variance of 60% (see Figure 7.2). The recorded daily expenditure in the Dóchas Centre — a prison for women — was €4.73 per prisoner.

Figure 7.2 The daily cost of food per prisoner, by prison, 2019



Source: Irish Prison Service

- 7.11** The Accounting Officer has stated that the daily average cost of prisoner meals in 2019 (€5.66) is at a similar level to that in 2009. In relation to the variance in expenditure between prisons, she noted that organisational policy is that some changes to the 28-day menu can be made at local level for reasons of security/medical/health etc. and this may include portion sizes in excess of the recommended serving. A number of factors that would impact on the daily cost in individual prisons were noted as follows
- Prison demographics such as age profile, degree of addiction, poverty and level of homelessness can influence the quantities consumed. Typically, males in the 18 – 25 age cohort consume more than either older males or female prisoners. Catering in prisons also has to accommodate food allergies and different cultural and religious dietary requirements.
 - In Portlaoise, some prisoners have extra menu options available to them, by long standing arrangement including for historical and political reasons.
 - Cloverhill, as a remand prison, has a more transient population with higher levels of vulnerability which influences the quantities consumed in that prison.
 - Occasional official events are catered in prisons.¹

¹ For example, over the last two years Mountjoy Prison has catered events in connection with Gaisce — The President's Award and the Duke of Edinburgh's International Award; as well as a seminar on higher education in partnership with Cambridge University and a broadcast delivered in conjunction with Solas.

Training in catering

- 7.12** Meals in prison are prepared by prison staff and prisoners who are trained in food preparation (see Figure 7.3). The Prison Service informed the examination team that in October 2018, an average of 221 prisoners per day attended work and training in the main prisons and staff mess kitchens.

Figure 7.3 Prisoner training in food preparation and nutrition

Training in food preparation

Prisoner training in food preparation takes place on an ongoing basis as part of the integrated activity of prison kitchens. The individuals concerned receive training on the preparation of meals, in line with City and Guilds standards. (During 2018, 34 prisoners were registered for City and Guilds accreditation.)

Training in nutrition

In addition, there are home economics, cookery or nutrition programmes offered in the majority of prison education centres, with several classes offered each week. These courses are designed to equip prisoners with basic cooking skills and nutritional knowledge, with a view to their rehabilitation and release.

Detailed attendance numbers in prison education centres are only available on the new Prison Education Management System (PEMS) from September 2019 — data available for October 2018 only shows the number of students who attended classes in the education centres for each week but not by educational category. During October 2019, 555 prisoners participated in home economics, cookery or nutrition programmes.

Accredited training targets are not set for prisoners who engage in catering training in either home economics or prison kitchens.

Source: Irish Prison Service

- 7.13** The purchase of foodstuffs charged to the prisoner education and training budgets was reviewed as part of this examination.
- 7.14** In most prisons, the types of food products purchased for the home economics courses were similar to those used in the preparation of prison meals. While there can be situations in which additional food items may be purchased from suppliers that are not on the approved products list, it is not Prison Service policy that high value items should be used in any prison kitchens or classrooms.
- 7.15** However, there was evidence of a difference in the type of food purchased in one prison. In that case, the products purchased included a quantity of luxury items e.g. fillet steaks, rib roasts, boneless leg of lamb, prosciutto and expensive catering chocolate. The Governor of the prison concerned has now commenced an investigation to determine the circumstances surrounding the expenditure.

- 7.16** The Accounting Officer has stated that for 2018 and 2019, the cost of such items purchased in the prison was €9,302 and they were used to support the provision of cookery classes to prisoners. However, it has not been possible from the work training activity returns to Prison Service headquarters to be definitive on what activity was taking place or if there were official events catered for using some of the products listed.
- 7.17** The Accounting Officer has also stated that additional controls around ordering have since been put in place on a national basis. Where products are required outside of the approved product list for the work training and education kitchens, these are subject to approval at local level by the Assistant Chief Officer — Catering, the head teacher and/or at Care and Rehabilitation Directorate level.

Operation of controls over catering

- 7.18** The examination found there was a lack of segregation of duties in relation to catering. In most prisons, the same member of staff was responsible for placing orders, checking deliveries, storage and delivery to cooking facilities.
- 7.19** An internal audit recommendation following examinations in a sample of prisons in 2018 and in 2019 was that staff employed on stores duties are provided with training in stores management, health and safety and in the accounting processes for goods received.
- 7.20** This examination found that some prison staff lacked knowledge about procedures and policies and about the application of key operating controls in the requisitioning of food, the checking of deliveries and in stores management. In particular, weaknesses observed in the system for verification of quantities delivered raise the risk of suppliers being overpaid due to a failure to obtain due credit notes.
- 7.21** Prisons Service headquarters sends checked invoices for payment by the Financial Shared Services Centre (FSSC) operated by the Department of Justice and Equality. Internal audit noted that, in 2017, the FSSC returned 206 invoices relating to deliveries to various prisons as the invoices had already been paid.
- 7.22** The Finance Directorate monitors actual costs against budget at Prison Service level throughout the year and prepares an end-of-year financial report which analyses and compares categories of costs by prison, including catering costs. However, the examination found no evidence of either the Care and Rehabilitation Directorate or the Finance Directorate monitoring the quantity of food purchases, by prison, for prison meals and education courses against the detail in the 28-day menu and approved supplier contract prices. In addition, internal audit did not carry out any examinations of the catering functions in 2018 or 2019.

Accounting Officer's comments — operation of controls

- 7.23** The Finance Directorate provides monthly monitoring reports internally to all budget holders in Prison Service headquarters and externally to the Financial Management Committee of the Department of Justice and Equality.
- 7.24** The Accounting Officer has stated that since 2019, food ordering and quantities for the prison kitchens are now overseen by assistant chief officers.¹ Food invoices are now monitored by this officer for compliance with approved supplier contract prices and approved product lists, where these apply. Supplier contract prices are spot checked by Finance Directorate staff prior to the processing of invoices and monitoring of quantities is now carried out at prison level.
- 7.25** The duties of the assistant chief officers now also include ensuring that
- all records with regard to the catering/bakery function are kept to the required standard, and are made available to all food safety and catering/bakery operation inspections
 - the annual business plan for the catering/bakery area is developed to include targets of activity levels in the delivery of certified training.
- 7.26** The Accounting Officer noted that there are a range of written procedures which deal with processes around receipt of deliveries and control over stock as well as manuals which cover processes such as hygiene, storage and food preparation. The Accounting Officer also provided details of planned actions to improve control in this area.
- An updated comprehensive standard operating procedure for general stores management is currently being finalised by the Prison Finance Directorate with a view to roll out before the end of 2020.
 - The continuing roll-out of central requisitioning to prisons will further improve controls around ordering of goods by the use of product catalogues and system-based authorisation. This has already been rolled out to three prisons and is to be further progressed later in 2020.

Staff mess committees

- 7.27** At 31 December 2019, the Prison Service employed 3,405 staff, 94% (3,198) of whom are assigned to duties within the prisons where shift work is the standard work practice. Catering services for staff are provided through the operation of voluntary mess committees (see Figure 7.4).
- 7.28** The Prison Service has provided guidance to the mess committees, including advice on the frequency of committee meetings, the rotation of members and the maintenance of a secure financial accounting system. Specific requirements from the guidance include
- mess committee bank accounts must be separate from prison bank accounts and require not less than two signatures for payment of invoices
 - requisitions from suppliers must be made separately from prison requisitions
 - credit from suppliers should not exceed one month
 - sales prices must cover all costs associated with operating the mess committee — costs must not be charged to the prison vote
 - menus are finalised in conjunction with work and training officers.

¹ The online or paper order pads used by prison-based staff to order food items included on the 28-day menu have fixed fields for food prices (consistent with agreed contract prices), so only the quantities ordered may vary. Approval is required at an appropriate level prior to ordering items not on the approved product list.

Figure 7.4 Staff catering in prisons

Voluntary mess committees established in 2012 currently operate in eight prisons. (Mountjoy Prison and the Dóchas Centre share the same facility and there are no mess canteens in Arbour Hill, Shelton Abbey or Loughan House). The mess committees operate as separate and independent entities from the Prison Service (see Annex 7A).

Staff areas within prisons, including staff messes, are generally located in buildings within the prison complex but detached from where prisoners are housed and prison meals are prepared. Staff messes incorporate food preparation and storage facilities.

The committees utilise prison kitchen facilities, separate from the main prison kitchens, to provide staff meals under a work training opportunity for prisoners. Separate to food ordered by the Prison Service for the delivery of prisoner meals, mess committees can purchase food from the approved supplier lists at prices agreed under Prison Service contracts.

The mess committees have responsibility for payment for the food used in the preparation of staff meals and for setting sale prices to achieve break-even in their operation. The type and number of meals prepared are decided locally with reference to the requirements of staff.

Source: Irish Prison Service

- 7.29** Trading accounts for the mess committees are not provided to the Prison Service and no financial detail is provided in notes to the appropriation account. From information requested from the mess committees, the Prison Service has collated for 2018 and 2019 annual receipts and end of year bank balances for each mess committee. In 2019, receipts totalled €1.4 million and at the year-end, mess committees had bank balances totalling just over €98,000 (see Annex 7B).
- 7.30** The governance advice provided to the mess committees does not constitute a formal agreement setting out the respective roles and responsibilities of both parties. It does not, for example, set out how the Prison Service can get assurance that none of the food used in the provision of staff meals is a charge on the prison vote, that good accounting records are maintained or that prices are set at a level to recover costs. It is also silent on such matters as cash handling, insurance and taxation.
- 7.31** The need for the Prison Service to get assurance on the operation of the mess committees is all the more important when weaknesses exist in the requisitioning of food supplies for the main prison kitchens, in food stores management and in the payment of supplier invoices.

Accounting Officer's comments

- 7.32** Mess committees are responsible for setting prices, making payments, cash management, financial/procurement controls, procedures and reports and liaising with outside bodies including the Revenue Commissioners etc.
- 7.33** The Prison Service has engaged with each mess committee to remind them periodically of their governance obligations and to reinforce to the committees their responsibilities for adherence with policies, procedures, controls and Revenue regulations.

- 7.34** Notwithstanding this, the Prison Service is currently undertaking a review of the governance arrangements in place between the Prison Service and the mess committees. It will include clarifying respective responsibilities (jointly and separately) and the assurances required from the committees to Prisons Service headquarters for the continued operations.
- 7.35** During 2019, a submission was made to the Revenue Commissioners in relation to clarifying the VAT status of mess committees following which there were meetings and an examination of records at Mountjoy Prison, and follow-up information was provided. In July 2020, the Revenue Commissioners determined that mess committee activities are not subject to VAT.

Operation of prison shops

- 7.36** Each prison operates a shop facilitating the purchase of a range of items including confectionary, cigarettes, soft drinks and toiletries. The procedures for the shops specified by the Prison Service are set out in Figure 7.5.

Figure 7.5 Prison shops operating procedures

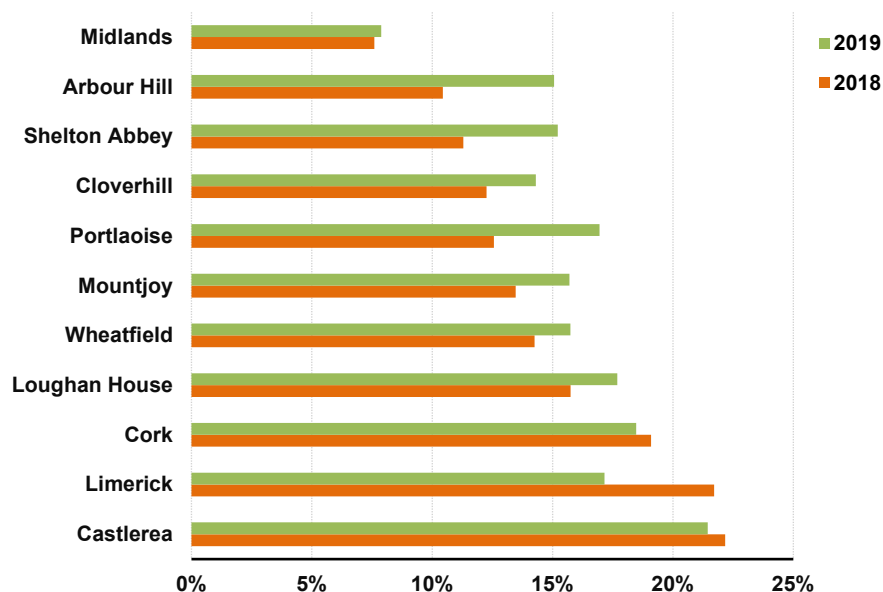
Stock purchases, with the exception of certain items including fruit and newspapers, must be procured from an approved supplier at wholesale prices and with bar codes for scanning based on normal recommended retail prices.

Cash is not exchanged for purchases by prisoners. Payment for items purchased, recorded by scanning the bar codes, is deducted from individual prisoner account balances. The payments are transferred monthly to the shop bank account, and suppliers are paid from the account. Staff purchases from the shops, which were cash transactions, ceased to be permitted in April 2019.

A separate bank account is operated for each shop and a monthly stock-take of the shop inventory is performed. This provides the basis for calculating gross profit earned.

Source: Irish Prison Service

- 7.37** In 2019, turnover across all the prison shops totalled nearly €7 million. The gross profit recorded across all the shops in 2019 was €1,040,000 (2018: €926,000). This equates to an average gross profit margin of 15%, up from 14% in 2018. However, the margins varied widely, from about 8% in the Midlands Prison to 21% in Castlereagh Prison (see Figure 7.6). The profit margin increased in a number of prisons between 2018 and 2019.
- 7.38** Each prison shop is independently managed. The Accounting Officer has stated that about 95% of all goods are purchased from the central supplier with the balance being purchased from local suppliers. This latter category of goods may be sold to prisoners at a low or nil profit margin, which would impact the gross profit earned.
- 7.39** The Prison Service informed the examination team that an internal audit examination has been requested to review the records in the Midlands Prison, given the comparatively low gross profit percentage reported.

Figure 7.6 Gross profit margin for prison shops, by prison, 2019 and 2018

Source: Irish Prison Service

Operation of controls over prison shops

- 7.40** As part of this examination, the operation of a number of key controls was reviewed. This included stock control, preparation and review of accounts and bank reconciliations, profitability of shops and control over cash.

Stock control and control over purchases

- 7.41** The operation of stock control systems is a key control mechanism for any trading activity and without it there is a deficit of information to explain variances in gross profit earnings. Policies and procedures set by the Prison Service do not require local prison management to record the quantities of merchandise purchased and sold, or to produce stock listings for comparison with physical stock on hand.
- 7.42** A modern ICT based system is in place for the scanning and recording of sales. All other functions have manual based processes from the ordering of stock to the payment of supplier invoices and the counting of stock at month end. The Accounting Officer has stated that while there is no facility to record incoming quantities on a product by product basis, it is possible to track movement of quantities based on purchase invoices, delivery dockets, point of sale system records and the monthly stock counts.
- 7.43** The Accounting Officer has acknowledged that the stock control systems are in need of modernisation which should include the introduction of an end-to-end, product by product, bar coded ICT based system. The Prison Service expects that the tender process to procure a new multi-site stock management system will commence before the end of 2020.

- 7.44** A review of items purchased by prison shops as part of this examination identified a number of issues.
- Some items sold in the prison shops were not purchased from approved suppliers, including Xbox players and games. The Accounting Officer has stated that the Xbox players supplied met specifications determined by the prisons concerned and that the normal communications capability of the players was disabled. Sales prices for these products are agreed locally.
 - The examination found that, contrary to the stated Prison Service procedures, invoices for supplies to prison shops were not date stamped and no evidence was found of checking to delivery dockets and price lists before payment. Previous financial spot checks/internal audit reports had identified issues, including non-date stamping, and raised them with prison management. However, prison management have stated that checking of delivery dockets to price lists is carried out before payment is issued.
 - The examination found a number of cases where there were payments from the shop bank account for items unrelated to the purchase of stock. These included €14,533 spent on flooring in Mountjoy prison; and the purchase of a till register in the Midlands prison. The examination team was informed that all of the items identified were directly related to the delivery of the prisons shop service.
 - The examination team was also informed that payments from the shop accounts for diesel and parking fees in Portlaoise and Cork prisons were to reimburse staff for costs incurred for journeys made to purchase stock from local suppliers.
- 7.45** The Accounting Officer has stated that it was permitted to pay expenses related to the operation of the prison shops from the shop bank accounts. However, in the interests of consistency and to simplify the comparison of gross profit percentage between locations, it has recently been decided to remove the option of purchasing non-stock items from the prison shop bank accounts.

Accounts and bank reconciliations

- 7.46** There can be delays in the preparation and submission of required monthly accounts for the prison shops to Prison Service headquarters. These accounts are intended to record values for opening stock, sales, purchases, closing stock and gross profit earned. In 2018 and in 2019, on average 78% of the monthly accounts were submitted within one month of the due date.
- 7.47** Until the accounts are prepared, there is no basis for calculation of the shop gross profit. This can have an adverse knock-on effect on the timing of funding available to some of the prisoner welfare (PAPF) accounts.
- 7.48** No monthly income and expenditure accounts were submitted to the Finance Directorate from May 2018 to December 2018 due to resourcing issues in one prison. The monthly accounts for all of the missing periods, and from January 2019 to December 2019, were subsequently completed with the assistance of the Finance Directorate.

- 7.49** The examination also found there was late preparation and submission of monthly reconciliations of the shop bank accounts to Prison Service headquarters. We noted deficiencies in the process followed in the preparation of the bank reconciliations, including a number of examples where the bank balance was not reconciled to the accounting records. The examination team were informed that this can occur occasionally because the template used does not provide a specific line item for lodgements in transit at the period end. A new template which resolves this issue has now been rolled out and training has been delivered.
- 7.50** The accounting records submitted to the Prison Service did not always show evidence of review by the prison governors in accordance with procedure. The Accounting Officer has stated that with the planned implementation of an ICT based integrated financial system, such monthly processes at prison level will not be required in the future. In the interim, the Finance Directorate will issue a reminder to governors of the requirement to review all accounts prior to submission to Prison Service headquarters.
- 7.51** Resource limitations can be an issue both at prison level and at headquarters and the manual nature of the process hinders proactive analysis.

Payment to supplier

- 7.52** The examination found that the shop in Cloverhill prison had built up a debt of around €95,000 to an approved supplier which was being repaid in tranches in 2017 and 2018. This issue was identified by the Finance Directorate during an on-site financial control spot check in 2016. That examination found that the debt had built up over a number of years, since at least 2013, by a combination of overstated profits due to accounting errors and transfers to the prison's PAPF account of amounts greater than the actual net surplus. Action was taken at the time to rectify the situation including stopping payments to the PAPF account until the debt was cleared. The debt has now been fully discharged.

Control over cash

- 7.53** Up to April 2019, staff could make purchases from the prison shops on a cash basis. The examination found that a practice operated in two prison shops during the period under review where all or part of the receipts from such cash sales to staff had not been lodged to the shop bank account. In one prison, the receipts were used to purchase stock items from local suppliers.¹ In the other, the cash received was left in the custody of the governor and used at his/her discretion. In both prisons, the records maintained to record how the cash was spent were incomplete. These practices may also have resulted in risks of erosion of the shops' trading profits. Since April 2019, cash purchases by staff are no longer permitted.

- 7.54** The Accounting Officer has stated that cash purchases from local suppliers are generally low in number and value and can arise where prison shops have difficulty in sourcing certain products for prisoners.

¹ Local suppliers are used for certain products (e.g. fruit, personal hygiene products, magazines etc.) which prisoners purchase in the prison shops.

Prisoner assist programme funds

- 7.55** Profits generated in prison shops are transferred to prisoner assist programme funds (PAPFs) intended to support projects for the sole benefit of prisoners. There are 11 funds for 12 prisons — there is one fund for the Mountjoy complex.¹ The Prison Service has established standard operating procedures for the operation of the PAPFs (see Figure 7.7).

Figure 7.7 Operation of prisoner assist programme funds

Prison Service procedures require each governor to prepare an annual plan outlining expected PAPF income and expenditure, with costed project and programme proposals, based on business objectives and priorities. In advance of finalising their annual plans, governors are required to consult with the Estates Directorate and the Care and Rehabilitation Directorate to check that proposed projects and programmes complement and do not duplicate actions planned by those directorates.

In quarter one each year, the Finance Directorate in Prison Service headquarters requests the annual plans to enable further reviews which seek to ensure there is no duplication of activities funded by the voted expenditure and that detailed consultation occurs for any capital or equipment purchases. If follow-up is required in relation to individual plans, the Finance Directorate engages further with the relevant governor. Initiatives of the Director General e.g. allocations to charity or to community return programmes, may be directed to be incorporated into the plans.²

Updated procedures in September 2018 removed the requirement for the Director General to approve the annual plans on the basis that it was considered unnecessary and had no material impact on risk.

The Prison Service procedures also require the preparation of quarterly expenditure reports and bank reconciliations for each of the PAPF accounts. These are to be signed off by the respective prison governors and submitted to Prison Service headquarters.

Prison Service procedures in place up to September 2018 set out a number of restrictions on how the funds in the PAPF accounts were to be used.

- Expenditure must be in accordance with the approved annual plan of expenditure, and comply with Prison Service procurement policy and, where applicable, with the Department of Public Expenditure and Reform capital appraisal guidelines.
- Funds must not be used to make payments to providers of services to prisoners or in respect of staff activities or associations or any other operations not directly for the benefit of prisoners or their families.
- Other than in exceptional circumstances, PAPF balances carried over from one year to the next may not exceed 10% of the profits transferred from the relevant prison shops. Requests to carry over in excess of the 10% limit must be submitted for approval of the Director of Finance.

In relation to the restrictions above, the current procedures (implemented with effect from September 2018) state that the PAPF must not be used to make payments to service providers used on a regular basis (e.g. barbers, gym instructors etc.); and do not set a limit on amounts that can be carried over.

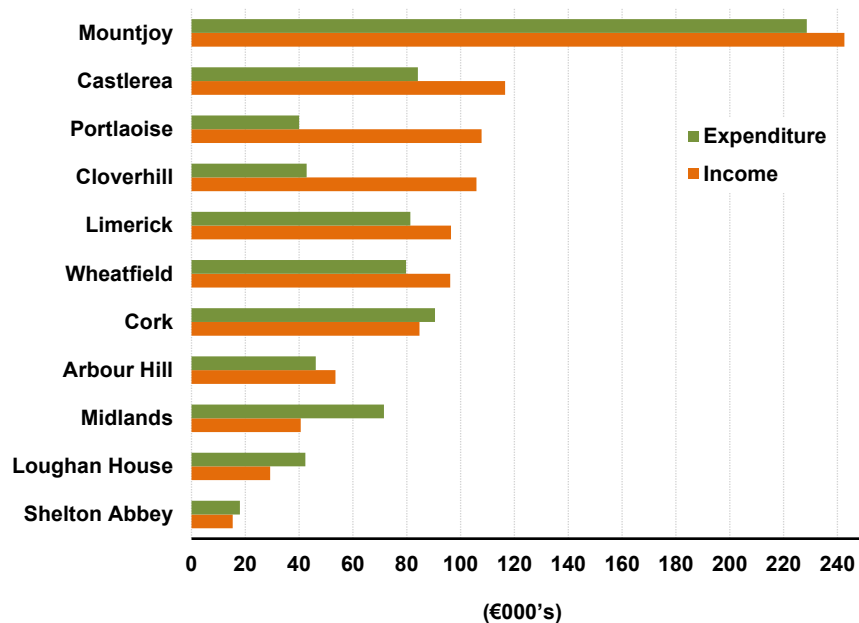
¹ As the funding mainly comes from prison shop profits and there is a single prison shop for Mountjoy and the Dóchas Centre, there is also a single PAPF covering both prisons.

² Community return is an incentivised scheme for the supervised temporary release of qualifying prisoners who complete unpaid community work as a condition of their early release.

PAPF expenditure

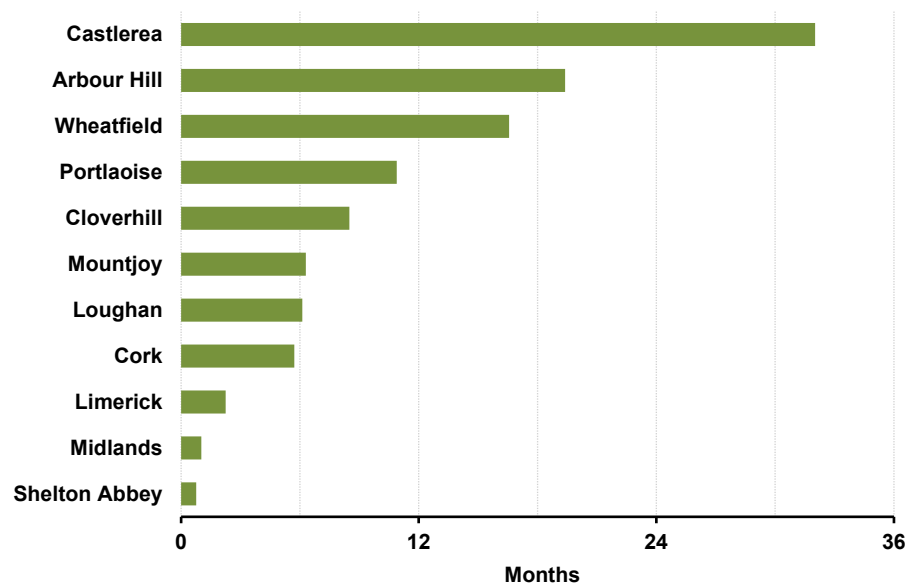
- 7.56** The aggregate balance in the PAPF accounts across all prisons at 31 December 2019 was €792,000 — up from €629,000 at the end of 2018. The income on all PAPF accounts during 2019 was €989,000 (2018: €1.03 million); expenditure in 2019 was €825,000 (2018: €766,000). In most prisons, spending in 2019 was less than the income of the fund (see Figure 7.8).

Figure 7.8 PAPF income and expenditure, by prison, 2019



Source: Irish Prison Service

- 7.57** The amounts held in PAPF bank accounts were compared to prison shop profits for the year to calculate the number of months' profit held in the bank account at year end (see Figure 7.9). In three prisons, the funds held in the PAPF bank account at the end of 2019 exceeded a full year's profit in the prison shop. In the case of Castlerea prison, the funds held in the PAPF account represent over two and a half times the prison shop profit for the year.
- 7.58** The Accounting Officer has stated that the balances on the PAPF accounts demonstrate financial prudence and mitigate the risk of cash flow problems that could occur if payments continually exceeded receipts.
- 7.59** A substantial part of the expenditure from the funds is categorised as being for 'community return' scheme purposes. Significant expenditure is also incurred for the benefit of or in respect of individual prisoners, including the payment of funeral expenses, and purchases on behalf of certain prisoners from the prison shop (including tobacco products). The pattern of spending varies from prison to prison.

Figure 7.9 PAFP funds at end 2019 compared to prison shop profit 2019

Source: Analysis by the Office of the Comptroller and Auditor General of data from the Irish Prison Service

Controls over PAFP expenditure

7.60 Controls over PAFP accounts were reviewed as part of this examination. The following issues were noted.

- There have been significant delays in the preparation and submission of annual plans from prison governors to the Finance Directorate. Annual plans for only seven of the 11 funds were received for 2018; ten plans were received for 2019.
- For 2019, just 64% of the required quarterly PAFP returns were submitted within one month of the due date. However, this did represent an improvement on the comparable 2018 figure of 45%.
- While governors had signed off on all quarterly PAFP accounts for 2019, there was little evidence of a formal review of the accounts and/or of querying of unexpected or unusual results. The reports that are prepared do not compare income and expenditure outturns to budgets and plans. The Accounting Officer stated that the complete PAFP process is under the control of the prison governor who is authorised to sign cheques from the prison PAFP bank account and reviews income, expenditure and bank reconciliations. There is no formal budgeting process and the income is mainly dictated by the level of gross profits on shop sales.
- Up to 2019, the funds carried over from one year to the next could not exceed 10% of profits transferred from prison shops. This limit was not complied with for 2017 or 2018.
- There was a shortfall in PAFP income for the year in the Midlands Prison, reflecting the low profit margin in the shop and the late submission of accounts to facilitate a transfer from the shop account to fund the PAFP. As a result, the PAFP balance in the Midlands Prison reduced from €40,000 at the end 2018 to just €9,000 at the end of 2019.

- Over several months in 2018, two prisons converted PAPF funds to cash in amounts totalling €22,000 and €1,000 respectively. The cash was retained in each prison in what was referred to as the governors' cash box and used as directed by the respective governors. In both prisons, record keeping was insufficiently detailed to demonstrate that the cash was used in all cases for purposes appropriate to the PAPF. The examination team were informed by the Prison Service that the practice of governors holding funds in cash boxes ceased in 2018.
- An examination of payments from the PAPFs in 2018 and 2019 found that some of the expenditure was not in accordance with the Prison Service standard operating procedures for that account. This included some payments for the benefit of staff and payments related to the operation of the prison. In the majority of cases, the Accounting Officer noted that the payments had been made in error from the PAPF or were paid from PAPF based on an incorrect interpretation of the use of the PAPF. Examples of the examination findings, together with related observations from the Accounting Officer are provided in Annex 7C.
- The examination also identified payments from a PAPF totalling €44,500 to a service provider without first obtaining a tax clearance certificate or considering the application of a withholding tax. The Prison Service noted that a contribution of €12,000 towards the cost of this service was received from an external organisation and lodged to the PAPF bank account, reducing the net cost to the Prison Service to €32,500.

7.61 The Accounting Officer has stated that there have been resourcing issues at prison level with challenges experienced in the recruitment of executive and clerical officer grades. Training and support of administrative staff was identified as an issue following a recent business process review exercise and a team has now been assigned as a central resource to support administrative staff and provide expertise and training in a number of areas including financial reporting.

7.62 In response to the examination findings, the Accounting Officer stated that there were around 1,600 transactions totalling €1.65 million from PAPF accounts during the two-year period in question. She acknowledged that some coding errors, misclassifications and misinterpretations had occurred. She stated that certain prisons may have mistakenly charged some amounts that should have been vote expenditure to the PAPFs. Additionally, some staff-related expenditure may have been incorrectly charged to the PAPFs rather than to a separate staff development fund (SDF). The SDF was created in 2006 and was managed by the Finance Directorate in Prison Service headquarters. The moneys in the SDF had been transferred from the PAPFs on the basis that they represented profits earned from prison shop sales to staff. Governors could apply to receive funding from the SDF to support staff-related initiatives. The SDF ceased to operate in 2019 following the discontinuance of prison shop sales to staff.

Conclusions and recommendations

- 7.63** The provision of adequate and appropriate meals for prisoners is a critical part of the operation of the Irish prison system, and represents a sizeable charge to the vote for the Prison Service. In parallel with this function, there exists a complex system of other economic activity and transactions, separate from the standard vote funding and accounting systems. In general, the systems in place to control, monitor and report on all of this activity are weak and need to be significantly improved.

Catering services

- 7.64** Annually, the Prison Service spends over €8 million on food and related products. In 2019, the daily cost of providing prisoner meals varied widely between prisons, from €7.27 in Portlaoise Prison to €4.54 in Wheatfield Prison — a variance of 60%.
- 7.65** Catering budgets and target or expected catering costs are not determined for individual prisons. Instead, spending on catering is monitored at Prison Service vote level.
- 7.66** Contrary to Prison Service policy, some high value food items were purchased and charged to the education budget.

Recommendation 7.1

The quantities of food purchased and catering costs incurred by individual prisons should be monitored and variances investigated and costed.

All food purchased for education or training purposes should be ordered from approved suppliers, at contract prices and reflect the educational aim of teaching basic cookery skills and nutritional values to prisoners. Any exceptions should be pre-approved, at an appropriate level.

Accounting Officer's response

Agreed.

Mechanisms on how best to introduce catering budgets and reporting by prison will be examined and an appropriate solution will be implemented to take account of all the potential drivers of prison food costs including the unpredictability concerning the numbers entering and leaving prison, external factors that influence food price increases and the process of control surrounding quantity usage. Procedures for dealing with exceptions surrounding corporate events and educational aims of cookery skills training have been reviewed and improved.

Detailed food usage reports with comparisons to the 28-day menu will be introduced before the end of 2020. Catering budgets by prison will be introduced to coincide with the financial year 2021 following finalisation of the estimates for 2021.

Staff mess committees

- 7.67** Voluntary mess committees established in 2012 in each of the relevant prisons coordinate the operation of canteen facilities for prison staff. Mess committees operate as separate and independent entities.
- 7.68** The staff mess committee arrangement is not covered by a written agreement between the parties. While the Prison Service provided some governance guidance to the mess committees covering areas such as the keeping of accounts, the setting of meal prices to recover the costs of food inputs and the timely payment of supplier invoices, it does not engage with the mess committees or obtain written assurances that its guidance is being followed.
- 7.69** The Prison Service does not have processes that are adequate to ensure there is no unintended subsidisation of food costs for the staff committees.
- 7.70** A management review of the operational effectiveness of mess committees in providing work training opportunities to prisoners while maintaining a mechanism for the provision of meals to staff is overdue.

Recommendation 7.2

A management review of the operational effectiveness of providing work training opportunities to prisoners in staff messes should be undertaken. The review should also consider the extent to which the governance guidance provided to the voluntary mess committees has been complied with, and if it needs to be strengthened.

Accounting Officer's response

Agreed.

A governance review of the voluntary mess committees is now underway.

Operation of prison shops

- 7.71** The prison shops are required to operate on a 'for-profit' basis. Across all prisons, shop sales in 2019 were almost €7 million and gross profits of just over €1 million were earned.
- 7.72** The gross profit margins earned by the shops in 2019 varied significantly, from 21% in Castlerea Prison to 8% in the Midlands Prison. The accounting and stock recording systems in use do not facilitate analysis of operating performance. Better information will allow gross profits margins to be reckoned having regard to the mix of products sold, and compared to the gross profit earned.

Recommendation 7.3

Prison shop stock and accounting systems need to be updated and enhanced and used as the basis for verifying if gross profits earned are as expected having regard to the mix of goods sold.

Accounting Officer's response

Agreed.

It is acknowledged that the systems need updating and modernising and this process is already underway. It is expected that a tender will issue before the end of 2020 for the most cost efficient and effective solution for a multi-site stock management system for prison-based tuck shops, to also be integrated with a central financial management system and the current point of sale prisoner funds management system.

Prisoner assistance programme fund

- 7.73** The surpluses generated from prison shop sales are intended to be utilised in a variety of ways for the benefit of individual prisoners or for groups of prisoners.
- 7.74** Up to September 2018, Prison Service procedures required funds to be used rather than be accumulated and limited the carry-over from one year to the next to 10% of annual receipts. Since then, the limitation does not apply. In 2019, prison shops returned a gross profit of just over €1 million. At the end of 2019, balances held in PAPF accounts totalled €792,000 representing nine months of shop profits. In three prisons, the amount held in the PAPF accounts represented more than a year of the prison shop profit.
- 7.75** This examination found some examples where expenditure was not in accordance with the Prison Service procedures for the PAPF. This included payments for the benefit of staff and payments related to the operation of the prison. In the majority of cases, the Accounting Officer noted that the payments had been made in error from the PAPF or were paid from PAPF based on an incorrect interpretation of the use of the PAPF.

Recommendation 7.4

Prison managers should be reminded of the policy and procedures for the administration of the PAPF. In addition, because payments are made locally, training should be delivered to local prison managers in relation to public procurement guidelines and taxation requirements.

Accounting Officer's response

Agreed.

In addition, subject to funding, it is intended to remove the PAPF and to manage the requirement for this type of expenditure through voted funds, in conjunction with the estimates process for 2021.

Annex 7A Arrangements for the provision of staff canteen facilities in prisons

Key features	Description
Operational model	Mess committees are allowed to operate in prison premises. Staff representatives and the prison governor (or his/her representative) constitute the membership of the committees.
Location and governance	Mess committees operate independently, but the Prison Service has provided a governance practice note covering responsibilities of the committees and arrangements for requisitioning, banking and accounting.
Administration arrangements	Mess committees operate independently of the Prison Service.
Payment for supplies, utilities, premises, equipment, insurance and other operating costs	The Prison Service provides the premises, supervision by work and training officers and prisoner trainees, together with meeting the overhead costs of running the facilities. Mess committees requisition and pay for food supplies.
Compliance with public procurement rules	Mess committees are independent of the Prison Service and as a result, not subject to public procurement rules.
Determination of selling price	Prices for meals, etc. are determined by the mess committees and are set to cover the cost of the food purchased.
Control over surplus funds	Funds fully controlled by the mess committees.
Accounting arrangements	This is the responsibility of the mess committees.
Monitoring by Prison Service management	None
Oversight by internal audit and audit committee	None
Recognition of financial transactions in Prison Service appropriation account.	Financial transactions or balances for mess committees are not recognised.

Source: Analysis by the Office of the Comptroller and Auditor General

Annex 7B Annual receipts and end of year bank balances for Voluntary Mess Committees

Committee	2018		2019	
	Receipts €	Bank balance €	Receipts €	Bank balance €
Mountjoy	287,310	24,574	294,425	21,609
Cloverhill	102,505	8,439	125,199	2,483
Wheatfield	271,059	29,517	285,978	51,994
Midlands	286,000	4,550	318,597	5,670
Portlaoise	123,061	4,372	125,980	2,198
Cork	90,822	9,648	89,786	5,177
Limerick	78,507	5,716	81,181	4,231
Castlerea	85,601	4,678	83,245	4,874
Total	1,324,865	91,494	1,404,391	98,236

Source: Irish Prison Service

Annex 7C Examination of PAPF expenditure in 2018 and 2019

Findings	Accounting Officer observations
<p>Disbursements for the benefit of staff in one prison during 2018, which included</p> <ul style="list-style-type: none"> ▪ €4,300 in payments to the voluntary mess committee for staff meals availed of during extended shifts due to Storm Emma. ▪ €3,537 spent in pubs and restaurants in the vicinity of the prison for various staff events. ▪ €2,460 in payments for a staff medal ceremony. ▪ €2,060 contributed to a staff trip to Copenhagen. ▪ €915 in payments to the voluntary mess committee for staff meals during a search detail. 	<p>A decision was taken centrally to compensate the voluntary mess committee for the cost of meals provided free of charge during Storm Emma. The €4,300 was incorrectly reimbursed to the mess committee from the PAPF rather than the vote.</p> <p>The transactions totalling €3,537 date back to the period when cash sales to staff were permitted from the prison shop. A new policy around staff-related payments is to be developed.</p> <p>The €2,460 was in respect of the cost of long service awards to prison officers. The payment was charged in error to the PAPF instead of the staff development fund.</p> <p>The €2,060 expenditure was in respect of an approved group study trip to Vestre Prison in Copenhagen. It was a reciprocal trip following a prior visit to Ireland by a delegation from Denmark and was miscoded to the PAPF rather than the staff development fund.</p> <p>The search staff, who had travelled from different locations throughout the country, were provided with a light lunch. The governor mistakenly authorised the amount to be repaid to the voluntary mess committee from the PAPF.</p>
<p>Payments totalling €7,440 for a Sky TV subscription for a staff mess over a 24-month period.</p>	<p>This was an incorrect interpretation of the use of the PAPF, as prisoners view Sky TV on breaks from working in the mess kitchens. The practice has now been discontinued.</p>
<p>Payments of a capital nature e.g. purchase of carpeting and furniture (€5,247) and of gym equipment (€3,864).</p>	<p>These payments were in respect of items purchased for the benefit of prisoners so they are proper to the PAPF.</p>
<p>Payment of €3,800 for crane hire.</p>	<p>This payment was made in error from the incorrect bank account. It should have been made from the prison imprest bank account and subsequently reimbursed from the vote.</p>

Source: Analysis by the Office of the Comptroller and Auditor General