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**RESPONSE DOCUMENT**

**INVITATION FOR PANEL MEMBERSHIP FOR**

**THE PROVISION OF HIGH PERFORMANCE SPORT SERVICES**

**Lot that you wish to join: LOT\_\_\_\_\_**

**THIS QUALIFICATION QUESTIONNAIRE IS TO BE READ AND COMPLETED TOGETHER WITH THE TENDER BRIEFING DOCUMENT**

Lot 1: High Performance Sports Medicine

Lot 2: High Performance Sports Physiotherapy

Lot 3: High Performance Sport Performance Analysis

Lot 4: High Performance Sport Physiology

Lot 5: High Performance Sport Performance Psychology

Lot 6: High Performance Sport Clinical Psychology

Lot 7: High Performance Sports Nutrition

Lot 8: High Performance Sports Strength and Conditioning Specialist

Lot 9: High Performance Sports Strength and Conditioning Coach

Lot 10: High Performance Sport Life Skills and Individual Performance Planning Specialist

Lot 11: High Performance Sport Life Skills and Individual Performance Planning Coach   
Lot 12: High Performance Sport Coach Development

Lot 13: Athletic Training and Therapy

Lot 14: Soft Tissue Therapy

**Completing the Qualification Questionnaire**

When completing this Response Document, Applicants should note the following conditions:

All questions must be completed in full and without reference to other documents, websites, or other parts of the Qualification Questionnaire.

* All questions should be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasised that the information requested in the Qualification Questionnaire is aimed solely at determining the suitability and choice of Applicants for entry to the competitive tendering stage. Only at that subsequent tendering stage will the selected tenderers be invited to tender in Application to the specific requirements of the contract in the light of the published award criteria and the Invitation to Tender document.
* Where a ‘Rule’ is associated with a particular question, Applicants must satisfy the requirements of the rule in order to remain eligible for consideration in the competition.
* Applicants are permitted to add lines to the pro-forma tables and boxes set out within the Qualification Questionnaire if required.
* The Qualification Questionnaire must be completed in English and where copies of original documents are provided in languages other than English or Irish, a complete and accurate English translation should be provided or the documents will not be considered during the evaluation process.
* All financial information should be denominated in euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of financial statements in which case it is sufficient for the information to remain in its original currency.
* Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account during the evaluation process.
* Applicants are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of SI that they will have these resources at their disposal when necessary.
* Applicants are strictly prohibited from discussing any aspect of their Application to the Qualification Questionnaire with other Applicants or otherwise exchanging information or colluding in respect of the project. Any Applicant who fails to comply with this requirement may be disqualified.
* SI is not responsible for and will not pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its Application or otherwise. Further, SI is not responsible for any travel or accommodation costs incurred by the Applicant unless previously agreed in writing by SI. Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an Application or in participating in this process and competition.

The General Data Protection Regulation (GDPR) came into force on the 25th May 2018, replacing the existing data protection framework under the EU Data Protection Directive <https://www.dataprotection.ie/docs/GDPR/1623.htm>

# **APPENDIX A: QUALIFICATION QUESTIONNAIRE**

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| **REF** | **PASS/FAIL CRITERIA** | **PASS REQUIREMENT** |
| **A1** | **Applicant Summary** | Applicants must complete this section. |
| **A2** | **Tax Compliance** | **Note**: Applicants are required to complete a Self-Declaration Form **(A4).** Applicants should note that if admitted to the panel, they will be required to provide the evidence of the self-declared Insurance and Tax Compliance prior to award of any contract. |
| **A3** | **Insurance** |
| **A4** | **Self-declaration of Financial Information** | Applicants must complete, sign and date this Declaration. |
| **A5** | **Confidentiality Undertaking** | Applicants must complete, sign and date this Declaration. |
| **A6** | **Conflict of Interest Declaration** | Applicants must complete, sign and date this Declaration. |
| **A7** | **Declaration of Bona Fides** | Applicants must complete, sign and date this Declaration. Non-compliant Applicants under any of the headings will be automatically disqualified. |
| **A8** | **Qualifications** | |  |  | | --- | --- | | **Lot** | **Minimum Standards** | | 1 | * Full medical degree * Be on specialist register with Irish medical council for a relevant speciality * Membership of the Faculty of Sports and Exercise Medicine or equivalent\*    \* If you do not have membership of FSEM then you may see successfully join the panel on a temporary basis if you actively obtain membership within one year of joining the panel | | 2 | * Membership of the Irish Society of Chartered Physiotherapists and membership of the Chartered Physiotherapists in Sports and Exercise Medicine group or equivalent * Postgraduate MSc in Sports and Exercise Medicine or equivalent (\*\*\*Does not include Pre Reg MSc (Physio)) * 3 years or 200 days or 1500 hours experience working in high performance sport | | 3 | * Professional Membership of the Irish Sports and Exercise Science Association (ISESA) or equivalent * Postgraduate MSc in Sports Science (discipline specific) or extensive high performance PA experience (see below) * 3 years / 200 days / 1500 hours experience working in high performance sport * **Or In lieu of MSc**: 5 years / 350 days / 2500 hours experience working in high performance | | 4,5,6,7 | * Professional Membership of the Irish Sports and Exercise Science Association (ISESA) or equivalent * Postgraduate MSc in Sports Science (discipline specific) or equivalent * 3 years / 200 days / 1500 hours’ experience working in high performance sport | | 8 | * Professional Membership of the Irish Sports and Exercise Science Association (ISESA) or equivalent S&C accreditation: UKSCA-ASCC; NSCA-CSCS; ASCA-L2 * Postgraduate MSc in Sports Science (discipline specific) or extensive high performance S&C experience (see below) * 3 years / 200 days / 1500 hours’ experience working in high performance sport * **Or In lieu of MSc**: BSc in Sport Science (or related field) and 5 years / 350 days / 2500 hours experience working in high performance”5 years / 350 days / 2500 hours experience working in high performance | | 9 | * Professional Membership of the Irish Sports and Exercise Science Association (ISESA) or equivalent S&C accreditation: UKSCA-ASCC; NSCA-CSCS; ASCA-L2 * Undergraduate BSc in Sports Science or Strength and Conditioning * 2 years / 150 days / 1000 hours experience working in high performance or high-level sport | | 10 | * Post Graduate Level Qualifications or equivalent relevant to the Specific Pillar or overall Service of Performance Life Skills. * 3 years / 200 days / 1500 hours experience working in high performance sport * AND/OR 3 years relevant experience in the relevant pillar (Education, Performance, Career) | | 11 | * Undergraduate level qualification or equivalent relevant to this Specific Pillar or overall Service of Performance Life Skills * Lifestyle Management Courses desirable but not essential * 2 years / 140 days / 1000 hours experience working in high performance or high-level sport   AND/OR 2 years relevant experience in the relevant pillar (Education, Performance, Career) | | 12 | * Postgraduate MSc in Sports Coaching/ High Performance Management or equivalent and 3 years / 200 days / 1500 hours experience working in high performance sport   OR   * Relevant undergraduate qualification and 10 years/ 660 days / 5,000 hours’ experience working in high performance or high-level sport, where at least half that time is in a coaching or coach development capacity   OR   * Internationally recognised High Performance Coach Development Certification and 3 years / 200 days / 1500 hours experience working in high performance sport | | 13 | * Member of Athletic Rehabilitation Therapy Ireland and a Certified Athletic Rehabilitation Therapist (ARTC) * Postgraduate MSc in a relevant discipline * 3 years or 200 days or 1500 hours experience working in high performance sport | | 14 | EITHER   * BSc in physiotherapy * Membership of the Irish Society of Chartered Physiotherapists and membership of the Chartered Physiotherapists in Sport and Exercise Medicine * 3 years or 200 days or 1500 hours experience working in sport   OR   * BSc in Athletic Training Rehabilitation and Therapy or equivalent * Member of Athletic Rehabilitation Therapy Ireland and a Certified Athletic Rehabilitation Therapist (ARTC) * 3 years or 200 days or 1500 hours experience working in sport  |  |  | | --- | --- | |  |  | | |
| **A9** | **Professional Membership** | Applicants are required to hold, and continue to hold for the duration of the Panel Membership of a recognised professional body. |
| **A10** | **High Performance Sport Experience** | Applicants must demonstrate the appropriate level of experience working in High Performance Sport e.g. 3 years or 200 days or 1500 hours by completing the form below. |

**SECTION A – PASS/FAIL CRITERIA**

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| **A1. APPLICANT SUMMARY**  **Lot that you wish to join: LOT\_\_\_\_\_\_\_\_\_\_\_**  (Please complete a separate application for each Lot you wish to apply for)  **Weighting:** Pass/Fail only  **Pass requirement:** Applicants must complete this section. | | | |
| **Name** |  | | |
| **Address** |  | | |
| **Mobile** |  | | |
| **Email** |  | | |
| **The Applicant confirms that they will:** | | **YES** | **NO** | |
| Acknowledge e-mail/phone call on the same business day | |  |  | |
| Respond to straightforward queries within 3 working days | |  |  | |
| Facilitate meeting request within 3 working days | |  |  | |
| Respond to complex queries within 5-10 working days | |  |  | |

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| **A2. TAX CLEARANCE CERTIFICATE DECLARED BY SELF-DECLARATION** |
| **Weighting:** Pass/Fail only  **Pass requirement:** Applicants must complete the self-declaration (A4) confirming information regarding their tax compliance. **\*Note:** Applicants are not required to produce a valid Access Number for the purposes of applying for entry to the Panel. It will only be in the event the Applicants are awarded a contract that they will be required to provide valid Access Number. At the point of applying to join the Panel, Applicants must declare that they will be able to provide proof of their tax compliance if awarded a Call- off Contract.  Applicants will be given at least 5 working days (unless otherwise stipulated) after being awarded a Call- off Contract to produce a valid Access number.  SI reserves the right after the 5 working days to offer the Call-Off Contract to the next highest scored tender, if the preferred tenderer has failed to meet tax requirements. |
| **A3. INSURANCES DECLARED BY SELF-DECLARATION** |
| **Weighting:** Pass/Fail only  **Pass requirement:** Applicants must complete the self-declaration (A5) providing information regarding insurance requirements for this Lot.  **\*Note:** Applicants are not required to put in place insurance cover for the purposes of applying for entry to the Panel. It will only be in the event the Applicants are awarded a contract that they will be required to provide evidence that they comply with the insurance requirements set out below.  At the point of applying to join the Panel, Applicants must confirm they will be able to provide the minimum insurance requirements relating to their discipline.  Applicants will only have to produce copies of their insurance policies upon being awarded a Call- off Contract. Applicants will be given at least 5 working days (unless otherwise stipulated) after being awarded a Call- off Contract to produce all insurance policies.  SI reserves the right after the 5 working days to offer the Call-Off Contract to the next highest scored tender, if the preferred tenderer has failed to meet the minimum insurance requirements or have not produced copies of their relevant insurance policies.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | |  | **Service Provider** | **Medical Malpractice \*** | **Professional Indemnity \*** | **Public/Products Liability \*** | **Employers Liability \* *(ONLY REQUIRED IF APPLICANT HAS EMPLOYEES)*** | | **1** | **High Performance Sports Medicine:** | Minimum Limit €5M | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M | |  |  |  |  |  |  | | **2** | **High Performance Sports Physiotherapy:** | Minimum Limit €1M | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M | | **3** | **High Performance Sport Performance Analysis:** | Not Applicable | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M | |  |  |  |  |  |  | |  |  |  |  |  |  | | **4** | **High Performance Sport Physiology:** | Minimum Limit €1M | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M | |  |  |  |  |  |  | | **5** | **High Performance Sport Performance Psychology:** | Not Applicable | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M | |  |  |  |  |  |  | | **6** | **High Performance Sport Clinical Psychology** | Minimum Limit €1M | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M | |  |  |  |  |  |  | | **7** | **High Performance Sports Nutrition:** | Not Applicable | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M | |  |  |  |  |  |  | | **8** | **High Performance Sports Strength and Conditioning Specialist:** |  | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M | |  |  |  |  |  |  | | **9** | **High Performance Sports Strength and Conditioning Coach:** |  | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M | |  |  |  |  |  |  | | **10** | **High Performance Sport Life skills and Individual Performance Planning:** |  | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M | |  |  |  |  |  |  | | **11** | **High Performance Sport Coach Development:** |  | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M | |  |  |  |  |  |  | | **12** | **Athletic Training and Therapy:** | Minimum Limit €1M | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M | |  |  |  |  |  |  | | **13** | **Soft Tissue Therapy:** | Minimum Limit €1M | Minimum Limit €1M | Minimum Limit €2.6M | Minimum Limit €13M |   **DEFINITION OF COVERS**   * **Medical Malpractice:** Cover is provided for any bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission, committed by you in the performance of a business activity or in the course of a Samaritan act. * **Professional Indemnity:** Indemnity against the legal liability of the Insured to pay damages, legal costs (including defence costs) and expenses as a result of claims first made and notified to the Insurer during the policy period for any actual or alleged breach of professional duty arising out of any act, neglect, error or omission committed in the course of the business, as detailed in the policy document. * **Public/Products Liability:** Indemnity against the Insured's Legal Liability to pay damages, including legal costs and expenses, as a result of accidental bodily injury and / or property damage to third parties arising in connection with the business of the Insured during the period of insurance. * **Employers Liability:** Indemnity against the Insured's Legal Liability to pay damages, including legal costs and expenses, as a result of accidental bodily injury or disease sustained by an employee of the Insured arising out of or in connection with the business of the Insured during the period of insurance. |

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| **A4. SELF DECLARATION OF FINANCIAL INFORMATION** | | | | | | | | | |
| **TAX CLEARANCE** | | | | | | | | | |
| 1. **I confirm and declare** that I will be able to provide proof of a valid Tax Clearance Certificate within 5 working days (unless otherwise stipulated) after being awarded a Call- off Contract**.** | | | | | | | | | |
| The Contracting Authority can verify my tax clearance status through Revenue’s online facility at <https://www.revenue.ie/itp/view.jsp> | | | **Yes** | |  | | **No** | |  |
| **INSURANCES** | | | | | | | | | |
| 1. **I confirm and declare** that I will be able to provide proof of a valid Insurance within 5 working days (unless otherwise stipulated) after being awarded a Call- off Contract | | | | | | | | | |
| I confirm that if successful, where the levels required under the panel are higher than those currently in my possession, I will be in a position to put the required forms and levels of insurances required in place promptly when requested by SI. | | **Yes** | |  | | **No** | |  | |
| **Signed:** |  | | | | | | | | |
| **Dated:** |  | | | | | | | | |

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| **A5 Confidentiality Undertaking**  **Weighting:** Pass/Fail only  **Minimum requirement to remain eligible in the competition:**  Applicants must complete, sign and date this Declaration. |

**1. Confidential Information**

The Applicant understands that the documents, information, records, studies, analyses, data and other material of any description which have been or which will be made available (including in oral communications) by or on behalf of SI or its consultants, representatives, contractors, agents, advisers or employees or otherwise are confidential (the "Confidential Information”).

**2. Exclusions**

The Confidential Information shall not include information which:

• Is or becomes public knowledge (otherwise than by breach of this Undertaking); or

• Was in the possession of the Applicant without restriction as to its disclosure before receiving it from SI; or

• Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

• Is required to be disclosed as a matter of law, provided that SI has been consulted prior to any disclosure in accordance with paragraph 3(k) below.

**3. Undertakings**

In consideration of the Confidential Information being made available by or on behalf of SI, the Applicant undertakes to SI that:

a) The Applicant will use the Confidential Information for the purpose of preparing an application for the Contract and for no other purpose and will not permit or assist a third party to make use of the Confidential Information for any other purpose;

b) The Applicant will disclose the Confidential Information only to those of the Applicant’s Connected Persons (as defined below) who are strictly required in the course of their duties in connection with the purposes set out in paragraph 3(a) above to receive and know the same;

c) The Applicant will treat and safeguard as private and confidential all the Confidential Information received or held by it and acknowledges that all material containing Confidential Information shall be and remain SI’s property;

d) The Applicant will not disclose to any person the fact that the Confidential Information has been made available or that discussions are taking place concerning any transactions contemplated by or connected with the purposes set out in paragraph 3(a) above;

e) The Applicant shall not make (or encourage, procure or assist any other person to make) an approach of any kind to any person who is a customer, supplier, landlord, agent, representative or adviser of SI or any other person who the Applicant knows has a business relationship of any kind with SI, without SI’s prior written consent, with a view to encouraging or procuring any such person to cease, restrict or vary its relationship with SI;

f) The Applicant will not copy, remove or deface any of the Confidential Information made available to the Applicant for inspection;

g) The Applicant shall ensure that any person connected with it (within the meaning of the Ethics in Public Offices Act 1995-2001) and any of its respective directors, officers, affiliates, employees, sub-contractors, suppliers, agents, solicitors, counsel, bankers, accountants or other financial and professional advisers **(“Connected Person”)** to whom Confidential Information is disclosed shall abide by the terms of this Undertaking. The Applicant hereby agrees that it shall be responsible for any breach of or failure to comply with this Undertaking on the part of it or any Connected Person and shall indemnify and keep indemnified and hereby indemnifies SI in respect of any costs, losses, claims, damages, demands, liabilities, expenses, fines, penalties or proceedings (and any costs arising out of any of these) of any nature whatsoever which may arise from the unauthorised disclosure of Confidential Information or any failure to comply with this Undertaking;

h) If the tender process should be terminated or if SI so requests, the Applicant shall return to SI, or destroy, immediately all Confidential Information, howsoever the Confidential Information may be embodied, stored or recorded at the date of such request, and all documents or data containing or reproducing or generated from Confidential Information for the purpose of preparing an application, or otherwise required or created by the Applicant, and will procure the destruction of any copies which may have been made of any such documents or data and of any documents or data prepared using Confidential Information in whole or in part, including expunging such Confidential Information from any computer, word processor or other like device in the Applicant’s possession, custody or control or that of any of the Applicant’s officers, employees or advisers or other Connected Person without retaining any copies thereof. Upon request by SI, such return or destruction shall be certified in writing by the officer of the Applicant who supervised it, and notwithstanding such return or destruction as mentioned above, the obligations contained in this Undertaking shall continue in full force and effect;

i) The Applicant will not use the Confidential Information received in any way that is detrimental to SI. In the event that the Contract is not awarded to the Applicant, the Applicant will not use any of the Confidential Information in furtherance of its business or the business of anyone else;

j) The Applicant will only make contact with SI through those officers or employees or advisers of SI as SI may nominate from time to time, and will ensure that its officers, managers, employees, representatives or other Connected Persons will likewise only make contact with such nominated persons;

k) If the Applicant or its officers, employees, advisers or other Connected Persons become (or it becomes reasonably likely that the Applicant or they may become) legally compelled to disclose any Confidential Information, the Applicant shall give SI written notice as soon as possible as to the proposed form, timing, nature and purpose of such disclosure and consult with SI as to any appropriate action that should be taken;

l) The Applicant will inform SI in writing immediately on becoming aware of any breach of the terms of this Undertaking and shall actively co-operate with SI and comply with all reasonable instructions of SI so as to minimise or limit the consequences of such breach; and

m) The Applicant acknowledges that neither the Applicant nor any of its officers, employees, advisers or other Connected Persons shall be entitled to any right or licence or intellectual property rights in respect of the Confidential Information.

**4. Warranties**

Neither SI, nor any of its officers, managers, employees or advisers shall make any representation or warranty either express or implied as to the accuracy or completeness of the Confidential Information or as to the reasonableness of any assumptions which may be contained within it and SI will not have any liability or owe any duty of care to the Applicant or any other person resulting from the disclosure or use of the Confidential Information.

**5. Breach of this Undertaking**

The Applicant further acknowledges that failure to comply with this Undertaking may result in unquantifiable harm to SI and that damages may not be an adequate remedy for any breach of this Undertaking. Without prejudice to any other right SI may have available to it, SI shall be entitled to the remedies of specific performance, injunction or other similar remedies for any threatened or actual breach of this Undertaking and the Applicant irrevocably consents to SI seeking from the courts any remedy of specific performance, injunction or similar remedy against the Applicant in respect of any such threatened or actual breach of this Undertaking.

In addition, the Applicant’s breach of or failure to comply with this Undertaking may result in any application submitted by the Applicant being treated as invalid and of no effect by SI.

Where SI has reasonable cause to suspect a material breach of this Undertaking, we acknowledge the right of SI to disqualify us from participating further in the tender process until the matter has been resolved to the reasonable satisfaction of SI. SI will not be liable for damages in such circumstances, provided it has acted reasonably, with no delay and in good faith. Where the matter is not resolved to SI’s satisfaction as provided herein, we acknowledge the right of SI to disqualify us from further participation in the tender process.

**6. No Contract**

The Applicant further acknowledges that any documents, information, records, studies, analyses, data and other material of any description, whether containing Confidential Information or otherwise, made available to the Applicant or any person on its behalf prior to, in the course of or for the purpose of, the discussions regarding the application will not constitute an offer by SI or on SI’s behalf, nor will such documents information, records, studies, analyses, data and other material of any description nor any such Confidential Information contained therein nor this Undertaking form the basis of any contract in respect of such Services or the Contract which will be constituted solely by an agreement (if any) to be entered into between the parties.

**7. Governing Law**

This Undertaking shall be governed by and construed in all respects in accordance with the laws of Ireland and shall be binding on the Applicant and its successors and permitted assignees. The parties agree to submit to the exclusive jurisdiction of the courts of Ireland as regards any claim or matter arising in relation to this Undertaking.

**8. Miscellaneous**

This Undertaking is personal to the parties and may not be assigned. If any of the restrictions or undertakings contained in this Undertaking shall be found to be void but would be valid if some part thereof were modified, such restriction shall apply with such modification as may be necessary to make it valid and effective.

No failure or delay by either party in exercising any right under this Undertaking shall operate as a waiver of such right. No variation of the terms of this Undertaking shall be effective unless agreed in writing.

The provisions of this Undertaking will continue in effect notwithstanding any decision by either party not to proceed with any possible financial relationship relating to the Contract or any return or destruction by the Applicant of Confidential Information.

I acknowledge that I have read and agree to the above Confidentiality Undertaking

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| **Signed:** |  |
| **Dated:** |  |

**A6 Conflict of Interest Declaration**

**Weighting:** Pass/Fail only

**Minimum requirement to remain eligible in the competition:**  Applicants must complete, sign and date this Declaration.

Any conflict of interest or potential conflict of interest must be fully disclosed to SI as soon as the conflict or potential conflict becomes apparent. In the event of any such conflict or potential conflict SI at its absolute discretion shall decide on the appropriate course of action and the decision of SI will be final and binding in this regard.

A conflict of interest may include any factor, whether arising through personal interest, current or prospective contractual obligations or any other activity or association, which could prejudice your firm and its employees or agents in the delivery, for the sole benefit of Sport Ireland, of the Services required under the contract. In particular, where your firm has any involvement in providing advice, representation or other services to:

1. anybody making or contemplating a legal challenge against Sport Ireland;
2. professional bodies or unions representing employees of Sport Ireland; or
3. legal or natural persons otherwise connected to Sport Ireland

and such involvement has the potential to create a conflict of interest, it must be declared.

SI reserves the right to determine the appropriate course of action with regard to all actual and potential conflicts of interest.

Are you aware of any conflict of interest which might have an impact on your ability to offer/deliver the Services in question to Sport Ireland?

Yes  No

If Yes, please provide details:

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| --- |
|  |

I hereby declare that the above is an accurate and complete Declaration of all Conflicts of Interest on the part of my firm in relation to the contract for the provision of High Performance Sports services of which I am aware. I undertake to inform Sport Ireland of any changes to this Declaration or of any other conflicts of interest which may arise during the lifetime of the contract.

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| **Signed:** |  |
| **Dated:** |  |

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| **A7. DECLARATION OF BONA FIDES**  **In relation to an award procedure under Public Sector Directive 2014/24/EU (Article 57).**  **Weighting:** Pass/Fail only  **Pass requirement:** Applicants must complete, sign and date this Declaration. The Contracting Authorityreserves the right at its discretion to exclude a non-compliant Applicant under each heading. This must be completed by each group member. | | | |
| Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved). | | | |
| * 1. Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences? | | YES | NO |
| Please indicate your answer by marking ‘X’ in the relevant box | |
| 1.1.a | participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA; |  |  |
| 1.1.b | 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 Irish Law or the jurisdiction in which the Economic Operator is established; |  |  |
| 1.1.c | fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests; |  |  |
| 1.1.d | the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence; |  |  |
| 1.1.e | the subject of a conviction for money laundering or terrorist financing; |  |  |
| 1.1.f | the subject of a conviction of child labour and other forms of trafficking in human beings; |  |  |
| **Non-payment of taxes or social security obligations**   * 1. Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions?   **Note:** If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved | |  |  |

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| **An Economic Operator who answers ‘Yes’ in any of the situations set out in paragraphs 2.1.a to 2.1.i will be excluded.** | | | |
| **2.1** Please indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to your organisation.  The Economic Operator: | | YES | NO |
| Please indicate your answer by marking ‘X’ in the relevant box | |
| 2.1.a | has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU; |  |  |
| 2.1.b | is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations; |  |  |
| 2.1.c | is guilty of grave professional misconduct which renders its integrity questionable; |  |  |
| 2.1.d | has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 2.1.e | has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 2.1.f | confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures; |  |  |
| 2.1.g | has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions. |  |  |

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| 2.1.h | * is 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; or |  |  |
| * has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or |  |  |
| 2.1.i | has undertaken to:   * unduly influence the decision-making process of the contracting entity, or * obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or * negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

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| **This Declaration is made for the benefit of the Contracting Authority**  I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of: | |
| **Name of Economic Operator** |  |
| **Authorised Signatory** |  |
| **Name in print or block capitals** |  |
| NOTE: The term Economic Operator covers equally the concepts of Contractor, Supplier and Service Provider whether as Candidate, Tenderer or Participant under an award procedure in accordance with the relevant Public Procurement Directive. | |

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| **A8. QUALIFICATION DETAILS**  **Weighting: Pass/Fail Only**  **Pass requirement: Applicants must complete this section.** | | |
| **Award (Highest First)** | **Awarding Body / Institution** | **Year Awarded** |
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| **A9. MEMBERSHIP DETAILS**  **Weighting: Pass/Fail Only**  **Pass requirement: Applicants must complete this section.** | | | |
| **Level of Membership (i.e. Member/Fellow)** | **Professional Body** | **Membership Number** | **Year Awarded** |
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| **A10. HIGH PERFORMANCE SPORT EXPERIENCE DETAILS**  **Weighting: Pass/Fail Only**  **Pass requirement: Applicants must complete this section.** | | | | | |
| **Sport or Institute** | **Role** | **Level of Athlete / Squad / Coach** | **Start Date** | **End Date** | **Service Time (Days)** |
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