

Shine



Supporting people affected by mental ill health

Website Design, Development, Maintenance and Support Services

Request for Tender

Return Date: No later than 12:00 Noon on Wednesday 21st June 2023

Enquiries:

tenders@shine.ie

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Introduction

Shine is a charitable organisation in Ireland which is dedicated to campaigning for the rights and empowerment of people affected by mental ill-health. The organisation provides a range of services to support both individuals with lived experience of mental health challenges, as well as their families and supporters.

A more comprehensive overview of the organisational and programme structure is available at Appendix 1.

Strategic Context

Shine recently launched its 2023-2025 Strategic plan, which includes a strong focus on the creation of a cohesive national brand and identity.

A key driver of this focus on brand identity is our strategic objective to increase visibility and understanding of our services and offerings amongst our key stakeholders.

These stakeholders include people who use or need our services, partners in the mental health sector, the general public, Funders, Government stakeholders and the media.

Activities to support this objective include an organisational re-branding, which is currently underway, and which will result in a consolidation of the three brands which currently make up Shine (shine.ie, headline.ie, seechange.ie)

Objectives of Tender

The over-arching goal of this RFT is to engage a web design and development partner to assist the strengthening of Shine's online presence and positioning within the sector as the national organisation supporting and educating individuals, family members and communities impacted by mental illness and stigma.

Our intended approach to achieving this objective includes working with our selected web design and development partner to consolidate, update and develop the three websites of our current programmes (shine.ie, headline.ie, seechange.ie) into a single cohesive site, and to then continue supporting, developing and maintaining the site on an ongoing basis.

Shine fully appreciates the importance of the visitor journey in driving engagement on our site, and as such, we require our selected partner to draw

upon their experience of comparable websites and projects, and to work in partnership with Shine to ensure that our website operates to a very high standard of user experience.

We expect the successful service provider to take a strategic approach to creatively developing Shine's site to support our organisational strategy and brand development.

We further expect that the successful provider will challenge our assumptions, bring new ideas and recommend innovative approaches in order to make our website more effective in reaching and engaging with our stakeholders.

We likewise expect our partners to pro-actively collaborate with both our internal stakeholders and our external service providers in representing Shine's best interests, ensuring compliance with our commitments under the relevant regulations, codes of practise and other policy requirements.

The new website should make all efforts to model our key strategic and communications objectives, which include:

- Delivery of clear, consistent brand messaging
- Be audience-driven and accurately shape and develop enhanced user experiences and journeys.

Also, our new website should:

- Demonstrate excellent design standards according to best industry practice in terms of usability, accessibility, navigation, content and security.
- Include an effective CMS which is agile and efficient to manage, and which includes legacy training materials beyond the initial training provided.
- Be accessible to all, and adhere to the standards as set out at <https://universaldesign.ie>
- Allow for integrations into CRM, payment platforms and intranet systems
- Have hosting managed by the successful tenderer

Further details on the specific requirements of this RFT are detailed in Appendix 2 – Specification of Requirements.

Contract Duration

The duration of the contract for the service element of this contract is for 2 years commencing on 1st November 2023 Shine reserves the right to extend the contract for a period or periods of up to 12 months with a maximum of two (2)

such extensions on the same terms and conditions, subject to the performance of the selected service provider and the availability of funding.

Schedule of Tender

Date	Stage of Process
26 th May 2023	Publication of Tender
No later than 12.00noon on Friday 16 th June 2023	Last date for submission of clarification questions
No later than 12.00noon on Wednesday 21 st June 2023	Closing Date for receipt of tenders

Selection Process

1.1 Evaluation process

- Tenderers who have submitted prior to the deadline will be progressed for assessment of the pre-qualifying questionnaire.
- Tenderers will either pass OR fail each of the selection criteria set out in the PQQ.
- Tenderers who pass the Selection Criteria set out in the pre-qualifying questionnaire in Appendix 3 (attached) will be progressed for assessment of the merit of their application, and its suitability to meet our needs.

1.2 Award Criteria

The contract will be awarded on the basis of the most economically advantageous tender. Shine will apply the following award criteria:

	Criteria	Weighting	Maximum Score
A	Quality of Technical Proposal	40%	400

Quality of Tenderer's demonstrated understanding of the development and design objectives, and the campaign target audience(s), as incorporated into your strategic approach. Tenderers should detail the proposed approach and

the methods to be used and demonstrate that these will meet the requirements set out above and in Appendix 2 to enable Shine to assess their offer under this criterion.

B	Technical Merit of Team Proposed	15%	150
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Tenderers should provide information on the team proposed (brief biographical details), indicating each team member’s contribution to the project, their precise roles and responsibilities and time commitment. Tenderers must complete Appendix 5 Resource Allocation Schedule.

C	Methodology	20%	200
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Quality of the Tenderer’s proposed service methodology, including their capacity to manage tight budgets and meet strict deadlines, along with a creative project plan with timelines, milestones and reporting requirements.

D	Ultimate Cost to the Shine over the life of the contract	25%	250
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Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender (Appendix 6). Fixed price fee, exclusive of VAT but showing applicable VAT rate based on the rates submitted in your submission.

1.3 Scoring Mechanism

Qualitative criteria will be scored using the following baseline scoring system:

80% to 100%	A response with very few or no weaknesses that demonstrates a comprehensive understanding of the requirements and assurance that the Tenderer will deliver to a high standard.
60% to 79%	A response which demonstrates a good understanding of requirements and gives

	reasonable assurance of delivery to a good standard.
40% to 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not deliver a successful outcome for QQI.
20% to 39%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0% to 19%	Response completely fails to address the criterion under consideration.

It should be clarified, however, that a Tenderer may be awarded any baseline score between 0 and 100% under criterion (A) to (C).

NOTE 1: The lowest cost tender that also meets all of the minimum requirements of the qualitative award criteria (A) to (C) above will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost tender meeting minimum requirements	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	200
Formula employed	$\frac{200 \times A}{B}$

NOTE 2: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the Shine to fully assess the merit of their offers.

NOTE 3: Award of contract may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

NOTE 4: Tenderers should note that the Shine reserves the right to confirm that the financial and technical capacity of the Tenderer is valid and unchanged prior to the award of any contract.

NOTE 5: Tenderers must complete the required templates and forms which Shine will use to assess their submission. These include the PQQ, Tenderer company information and the form of tender, all of which are available below as Appendices.

Appendices

The following appendices should be carefully reviewed and completed by all Tenderers. Appendices three through seven contain tables requiring specific information, which should be incorporated into the tender submission.

Appendix 1– Background of the organisation

Appendix 2– Specification of requirements.

Appendix 3– Pre-qualifying questionnaire

Appendix 4 -Tenderer Company info

Appendix 5 – Resource Allocation

Appendix 6– Form of Tender

Appendix 7 – GDPR declaration

Appendix 1 – Organisational Overview

Shine – An Overview

Since our establishment as a national organisation in 1979, Shine has worked tirelessly to shape better policies and services for all those affected by mental health challenges. We support individuals and groups to enhance their recovery, challenge negative attitudes and behaviours and deliver a variety of programmes and services.

Shine is proud to be the only national mental health organisation specifically founded to support all family members.

Our teams provide a range of services to support individuals with lived experience of mental health challenges and their families and supporters.

Our Vision

Our vision is of a more compassionate Ireland where those affected by mental illness and stigma are supported and included in all aspects of society.

Our Mission

We specialise in supporting and educating individuals, family members and communities impacted by mental illness and stigma.

What we do:

Information and brief support

Our 'Information and brief support' service provides a coherent response to informing and supporting people affected by mental health difficulties, including families, in a time of immediate need. Our Information and brief support services are aimed at strengthening the knowledge and understanding of people affected by mental health difficulties, including families, in the areas of

- Mental health recovery
- Signposting to local mental health and community supports
- Their rights as outlined in key policies and legislation

Our Information and brief support service also provide an avenue in which people can access further Shine supports as required.

Individual recovery planning and support

Individual recovery planning and support is appointment-based support which can vary in duration and frequency depending on the person's needs. The

individual work is designed to support the person to plan, navigate and action their recovery journey in their life and community. We work with people with self-experience of mental health difficulties, including working with people experiencing, schizophrenia, psychosis, unwanted intrusive thought, personality disorders, anxiety, obsessive compulsive disorder, depression, bipolar disorder and voice hearing. Shine's individual recovery planning and support utilises different evidence-based assessments and approaches based on the individuals need.

Peer support groups

Core to Shine's history and work is the provision of safe and recovery orientated community-based peer support groups for individuals and family members. The purpose of these groups is to decrease isolation and stigma and increase individual's feelings of connectedness, hope, identity, meaning and empowerment. Our groups are facilitated by paid Shine peer facilitators who have their own lived experience as well as extensive training and knowledge in recovery.

Recovery education

Shine has several recovery education programmes that are tailored specifically for people affected by mental health difficulties and family members. Our recovery and education programmes are co-produced with experts by lived experience, either as an individual or family affected by mental health difficulties.

Advocacy

Shine advocates for social change by promoting and defending the rights of all those affected by mental health difficulties to equal support and quality services. Shine works towards integrating a human rights-based approach into mental health policies and legislation and proactively engages in the review of key policy and legislative processes. A dynamic advocacy group (including members with lived experience, family members and supporters) collaborates with Shine in the implementation of advocacy initiatives.

Shine operates two national programmes; See Change and Headline.

See Change

See Change is dedicated to ending mental health stigma in Ireland. See Change works to;

- Reduce stigma associated with mental health problems and challenge discrimination;
- Create an environment where people are more open and positive in their attitudes and behaviour towards mental health;
- Promote greater understanding and acceptance of, and support for people with mental health problems and;
- Create an environment where people with experience of mental health problems are empowered to gain equality, respect and rights.

Across the country, See Change works with its Ambassadors, partners and workplaces to debunk the myths and misconceptions about living with a mental health difficulty through the Ambassador programme, See Change Workplace programme and the national Green Ribbon campaign.

Headline

Headline is Ireland's national programme for responsible reporting and representation of mental ill health. Headline supports and works collaboratively with the media, and through media monitoring, education, research and support, aims to;

- Reduce the media's effect of suicide contagion in Ireland
- Improve representations of mental health experiences in the media
- Improve Irish audiences' understanding of mental health experiences
- Reduce the stigma and discrimination associated with mental health challenges.

Appendix 2 – Specification of Requirements

Review of existing sites and consolidation into one

We’re seeking to re-develop our three existing sites and to consolidate them into a new site in line with our re-branding exercise, which will amalgamate our three brands – Shine, See Change and Headline, producing one new identity for the organisation, new logos and other collateral.

Current website performances:













Shine Website Analytics Jan-Mar '23

	Acquisition			Behaviour		
	Users ↓	New Users ↓	Sessions ↓	Bounce Rate ↓	Pages/Session ↓	Avg. Session Duration ↓
	3,714	3,633	4,961	50.03%	2.25	00:01:47
1 ■ Organic Search	1,957	<div style="width: 50%;"><div style="background-color:blue; height:10px;"></div></div>		46.23%	<div style="width: 60%;"><div style="background-color:blue; height:10px;"></div></div>	
2 ■ Direct	1,368	<div style="width: 30%;"><div style="background-color:green; height:10px;"></div></div>		53.97%	<div style="width: 70%;"><div style="background-color:green; height:10px;"></div></div>	
3 ■ Social	291	<div style="width: 5%;"><div style="background-color:red; height:10px;"></div></div>		71.19%	<div style="width: 95%;"><div style="background-color:red; height:10px;"></div></div>	
4 ■ Referral	277	<div style="width: 5%;"><div style="background-color:yellow; height:10px;"></div></div>		41.02%	<div style="width: 50%;"><div style="background-color:yellow; height:10px;"></div></div>	

Headline Website Analytics Jan-Mar '23

	Acquisition			Behaviour		
	Users ↓	New Users ↓	Sessions ↓	Bounce Rate ↓	Pages/Session ↓	Avg. Session Duration ↓
	850	828	1,209	66.25%	2.95	00:02:42
1 ■ Organic Search	484	<div style="width: 50%;"><div style="background-color:blue; height:10px;"></div></div>		72.47%	<div style="width: 70%;"><div style="background-color:blue; height:10px;"></div></div>	
2 ■ Direct	251	<div style="width: 30%;"><div style="background-color:green; height:10px;"></div></div>		65.18%	<div style="width: 60%;"><div style="background-color:green; height:10px;"></div></div>	
3 ■ Social	78	<div style="width: 5%;"><div style="background-color:red; height:10px;"></div></div>		80.68%	<div style="width: 95%;"><div style="background-color:red; height:10px;"></div></div>	
4 ■ Referral	54	<div style="width: 5%;"><div style="background-color:yellow; height:10px;"></div></div>		39.64%	<div style="width: 40%;"><div style="background-color:yellow; height:10px;"></div></div>	
5 ■ (Other)	1			0.00%		

See Change Website Analytics Jan-Mar '23

	Acquisition			Behaviour		
	Users ↓	New Users ↓	Sessions ↓	Bounce Rate ↓	Pages/Session ↓	Avg. Session Duration ↓
	4,900	4,761	6,046	30.32%	2.96	00:01:17
1  Direct	2,230			48.66%		
2  Organic Search	2,073			15.13%		
3  Referral	357			17.31%		
4  Social	316			24.62%		

Core audiences:

Some people who access Shine services or those seeking help, are very often not tech savvy, therefore we need to use language and imagery that they can relate to and connect with. Key audiences include;

- Existing Shine members
- People with lived experience of mental ill health who currently use our services and / or access Shine supports 3
- People with lived experience of mental ill health seeking information on Shine services / seeking support or information on mental health
- Families / friends / supporters
- Mental Health and other health care professionals
- Community organisations
- Corporate partners / fundraisers
- Funders / Government agencies
- Media outlets
- Staff and Board

Activities to include:

Undertake a review of the existing sites with a view to development of a content migration plan as part of the incorporation into the new design.

Ensure a focus on accessibility in accordance with the standards as set out at <https://universaldesign.ie/>

Production of the new website should incorporate production of three design concepts at design stage.

Regular updates and design of the new website as needs arise.

General site requirements and improvements

- UX improvements: a unified, simple and consistent design and navigation throughout the site, minimising the number of different page designs. A modern, clean, responsive design, mobile/tablet friendly.
- Scalable and secure CMS, with the ability to maintain stability and scale effortlessly during peak periods.
- Reflecting the new branding throughout.
- A single, unified, 'back-office' system – a CMS that is easy to manage for existing non-technical office staff to update course data, manage, with context-sensitive help for CMS users.
- An interactive chat feature / Bot

Communications, Events and Social Media

- Capability to embed video and support other multimedia content including podcasts, webinars, live social streams, blog, e-zines, I-cal feature (for Calendar of events)
- Integration of relevant applications for social media, SEO, and online marketing and analytics of the website
- Integration of forms for events, membership etc. Must integrate with Salesforce

Other Design Considerations

- The site design should be sustainable with the capability to scale
- The site should be optimised for search engines and include optimum analytics capabilities
- The site must be based on a secure technical architecture to safeguard the privacy of any personal data held on the website
- The development of the site requires integration of Stripe payment technology and also integration into Salesforce.

- The organisation also operates with a Microsoft 365 environment should there be available integrations.

Website Hosting and Maintenance

- Maintenance and support of the Shine website (including upgrades and security).
- Tenderers will need to be specific in terms of what support and maintenance is covered under the fixed price.
- Tenderers are expected to detail their approach to support and maintenance including the proposed ways of working in terms of notification of support tickets and escalation paths for standard and critical support issues.
- Detail the proposed service level agreement (SLA) which will include details of planned monthly maintenance of the CMS and embedded third-party applications including upgrades, patching, general maintenance and security upgrades.
- Tenderers should demonstrate competency to the setup and configuration of the CMS on server environments and demonstrate in-house capacity to execute this in liaison with relevant Shine team.
- Tenderers should outline their proposed hosting solution including location, terms of uptime guarantee and backups. Tenderers should outline how they intend to ensure that all elements of the solution shall be kept secure with security patches and necessary updates etc

Support / Development Services

Tenderers should include details of and costs for support and development services post go-live. This should set day rates for development and support and relevant scalable pricing.

Training

A blend of online and On-site training and documentation in the use of the new website and CMS for Shine content editors will be required.

Proposals should include a clear outline of expected duration and cost requisite to achieving competency in use of CMS.

Proposals

- Interested parties should provide a full proposal, including:
- A technical proposal based on the objectives and specific features outlined above and on the relevant target audiences
- A project implementation plan to include timelines and milestone events to ensure delivery within the specified timeframe
- Service methodology and business tool resources to develop, track and review the project from initiation to delivery, including details of how KPIs will be tracked, monitored and reported
- Current organisational chart detailing all team members assigned to the client. The chart should include all applicable management and reporting lines with the necessary details.
- Provide three examples of recent projects (in the last 5 years) relevant to the size and scope of this RFT which you feel best represent your capabilities.
- Total costs of the project including setup and ongoing costs (detailing daily/hourly rates for work undertaken out of scope). If a phased approach is considered costings per phase/component.
- The security provisions that you propose to incorporate in the website to guard against data loss/compromise
- A proposal and costing for hosting, ongoing support, maintenance and feature updates
- Your approach to data protection

Additional Web development services (out of scope) may include:

- Development of microsites and campaign or fundraising pages
- Development of an intranet for internal use in Shine

The service level agreement should cover all costs except for any requirements in this section (Additional Web Development Services). These would be costed separately, if required by Shine during the contract period.

Appendix 3 – Pre-Qualifying Questionnaire

1. Tenderers must complete all questions in this section
2. Questions in the PPQ will be scored on a Pass/Fail basis
3. Only tenderers who score a Pass on all questions in this section will proceed to be evaluated against the award criteria

Section 1 - Economic & Financial Standing (Pass/Fail)

1. Banker’s Reference

Please provide a banker’s reference (dated not more than 3 months old) which will set out the financial standing of your firm and confirm your firm’s ability to meet the contract should you be appointed.

Minimum Requirement: Banker’s Letter must be provided

2. Auditor’s Statement

Please provide an Auditors Statement (dated not more than 3 months old) showing your firm’s turnover for the last 3 financial years

Minimum Requirement: Auditor’s Letter must be provided, or where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform Shine of the reason as to why the documentation cannot be supplied and provide such other suitable alternative documentation to prove, to the satisfaction of Shine, their economic and financial capacity

3. Tax Clearance

It is a requirement that all firms dealing with Shine hold a Tax Clearance Certificate. Please confirm that you can provide a current tax clearance certificate should you be appointed to this contract. Information on the Irish Revenue Commissioners can be found at <http://www.revenue.ie/>

Registration Number	
Access Code	

Minimum Requirement: Registration Number & Access Code should be provided. If the Registration Number and Access Code are not available, please confirm this information can be provided if successful.

4. Insurance

It is a requirement that the successful tenderer shall hold for the term of the Services Contract the following insurances

Type of Insurance	Minimum Limit of Indemnity
Public Liability	Minimum Limit of Indemnity Required is €6.5m
Products Liability	Minimum Limit of Indemnity Required is €6.5m
Employers Liability	Minimum Limit of Indemnity Required is €13.0m
Professional Indemnity	Minimum Limit of Indemnity Required is €2.6m

Minimum Requirement: Tenderer's must provide a copy of their current insurances. If a tenderer does not currently hold insurance for the above limits, they must provide a letter from their Insurance Broker or Insurance Company confirming that they can obtain insurance for the above limits should they be successful.

Section 2 – Technical and professional ability and legal compliance (Pass/ Fail)

1. References

Please provide three site references together with a list of any recent or current contracts, which are relevant to this application and demonstrate your capability to undertake & operate such a contract. A contact position and telephone number for each reference site should be supplied. Shine may seek references from the persons listed below.

Please use the table below as a template for each of the three references:

Name of Organisation	
Name of project	
Contact's Position	
Contact's Telephone No	
Detail the specific works carried out for this organisation	
Start & Completion Date	
Contract Value	
Outline how this project is comparable with the subject matter of the contract being tendered.	

Minimum Requirement: 3 x references must be provided.

2. Security

Shine requires that any proposed solution in terms of providing a secure and resilient hosted environment adheres to an internationally recognised standards for information security management. Please provide details in terms of supporting documentation/evidence of adherence to an internationally recognised standard for information security management (e.g. ISO 27001 or equivalent).

Minimum Requirement: Evidence of information security management must be provided.

3. Health and Safety

Please provide a copy of your Health & Safety Policy which confirms that your firm complies with current Health & Safety legislation.

Minimum Requirement: Copy of Health & Safety Policy must be provided.

4. Employment Law

Please provide a statement confirming that you have taken account of your legal obligations relating to employment protection and working conditions relating to the provision of the services sought under this RFT.

Minimum Requirement: Statement of compliance provided.

Appendix 4 – Tenderer Company Information

Tenderer entity Name:	
Address	
Contact Person:	
Position:	
Phone:	
Email:	
Website:	
Date of Establishment, if applicable	
VAT Registration No:	
Legal Structure – partnership, limited company, etc.	
Brief Overview of Organisation including services, supplies offered and markets served	

If applicable, name of any other parties forming part of the tender submission:

Name:	Proposed Role

Appendix 5 – Resource Allocation

Ensuring Continuity and Quality of Resources

A structured approach to the management and control of this project is essential and the successful tenderer must ensure they have adequate personnel resources to deliver on this project. First and foremost, the project will require a Project Manager, to be allocated by the successful tenderer, who will provide day-to-day management and control of all project activities and communications.

The successful Tenderer will be required to be able to ensure the continuity and reliability of resources during their engagement on this project including contingency arrangements to cover unanticipated absences e.g., due to unplanned absences such as illness, or planned absences such as holidays.

Tenderers are required to confirm, that any replacement, either following the submission of the tender or during the course of the project, will be at least of equal expertise and experience and that any such replacement will be agreed in advance with Shine

Please list on the table below the names and allocations of each of the personnel who will be allocated to this work, as well as providing a link to LinkedIn or similar, or an attachment that provides a professional biography.

Name of Tenderer:			
Role	Personnel Involved (please name)	Time Allocated to project	Brief biography details
Nominated Project/Account Manager			

Appendix 6 – Form of Tender

To:	Shine (the Client and the Contracting Authority)
From:	
Re:	Website tender

I/We have examined the tender documentation and hereby offer to provide the services in accordance with the details contained within the Invitation to Tender Document and the attached Detailed Breakdown of Charges and Expenses.

Table A: Non-personnel costs inclusive of all expenses and administration costs

FEE	Total Fee proposed (Excluding VAT)	VAT Rate %	Total Fee proposed (Including VAT)
Fixed non-personnel costs for delivery of the requirements as outlined in tender document. (To include all expenses).	€0.00		€0.00
TOTAL TABLE A	€0.00		

Detailed breakdown of costs is attached:	YES		NO	
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DAILY RATES for the duration of the contract (inclusive of all administrative expenses) (7.5 hours per day)					
Staff Category	Notional Days	Daily Rate	Total Excl VAT	VAT Rate %	Total Incl. VAT
Category name	0	€0.00	€0.00	%	€0.00
...					
...					
TOTAL TABLE B					€0.00

Table B: Maximum Daily Rates and Personnel Costs

Total Table A: Non-personnel costs inclusive of all expenses and administration costs	€0.00
Total Table B: Maximum Daily Rates and personnel costs	€0.00
TOTAL FOR EVALUATION	€0.00

Note 1: The day and volume figures above are notional amounts and provides no guarantee of work to be awarded under this contract. It is being used purely to enable assessment of the notional cost for the contract.

Note 2: All costs incurred in the delivery of the service, including out of pocket expenses, travel, subsistence, administrative costs and ancillary expenses and costs of every description are considered to be included in the costs above.

I/We confirm that I/we

- In relation to daily/hourly fees all rates are inclusive of out of pocket (i.e. mileage, subsistence, phone, postage, etc.) and account / contract management related costs.

- Will keep this offer for the contract open for acceptance by you for a period of 12 months from the date of deadline for submission of Tenders,
- Agree that you are not bound to accept the most economically advantageous of any Tender you may receive,
- Agree that the rates stated are maximum prices for the duration of the contract.
- Have read and thoroughly examined the Tender Document,
- Fully understand the Tender Document and the Client’s requirements,
- Undertake to treat the details of this Invitation to Tender, its Tender and any subsequent negotiations as private and confidential,
- Acknowledge that acceptance by Shine of this tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the contract is awarded has been established between Shine and the Tenderer.
- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the services required under the framework agreement,
- Have included all elements necessary for the performance of the specified services, which are either expressly stated in the Tender Document or contained in any supplementary information or which could reasonably be inferred thereof,
- Have found no errors, omissions, conflicts or ambiguities in the Tender Document except those which I/We have brought to the attention of Shine before the latest date for submitting queries,
- Will not, if awarded a contract employ labour in a manner that is discriminatory in relation to gender, race, disability, religious beliefs, age etc.,

Signed:			
Name (in capital letters):			
On behalf of:			
Address:			
Email:		Date:	

Appendix 7 – GDPR Declaration

DECLARATION RE COMPLIANCE WITH EUROPEAN GENERAL DATA PROTECTION REGULATION

1. Tenderers (Service Providers) must guarantee that in circumstances where they are acting as Data Processors (as defined in European General Data Protection Regulation (GDPR)) on behalf of Shine or in any circumstances where they are handling Personal Data (as defined in the GDPR) on behalf of Shine that they shall:
 - (a) implement appropriate technical and organisational measures that are sufficient to secure that the processing will (a) meet the requirements of the GDPR and (b) ensure the protection of the rights of the data subject.
 - (b) comply with all reasonable instructions from Shine to allow Shine to comply with its obligations under the GDPR.
2. The Service Provider shall notify Shine immediately if it considers that any of its instructions infringe applicable Data Protection Legislation.
3. The Service Provider shall provide all reasonable assistance to Shine in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of Shine, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
4. The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement: process that Personal Data only in accordance with the instructions of Shine, unless the Service Provider is required to do otherwise by EU and Irish law. If it is so

required, the Contractor shall promptly notify Shine before processing the Personal Data unless prohibited by EU and Irish law.

5. The Service Provider shall ensure that it has in place protective measures, which can be reviewed by Shine at Shine's discretion as appropriate to protect against a personal data loss event having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a personal data loss event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;

6. The Service Provider shall ensure that:
 - (a) the Service Provider's Personnel do not process Personal Data except in accordance with this Agreement; and
 - (b) it takes all reasonable steps to ensure the reliability and integrity of any Service Provider;
 - (c) personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Service Provider's duties under this clause;
 - (ii) are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by Shine or as otherwise permitted by this Agreement; and
 - (iv) have undergone adequate training in the use, care, protection and
 - (v) not transfer Personal Data outside of the EU unless the prior written consent of Shine has been obtained and the following conditions are fulfilled.

7. The Service Provider shall not transfer Personal Data outside of the EU unless the prior written consent of Shine has been obtained and the below conditions are fulfilled:
 - (a) Shine or the Service Provider has provided appropriate safeguards in relation to the transfer as determined by Shine;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transfer; and

- (d) the Service Provider complies with any reasonable instructions notified to it in advance by Shine with respect to the processing of the Personal Data;
 - (e) at the written direction of Shine, delete or return Personal Data (and any copies of it) to Shine on termination of the Agreement unless the Service Provider is required by Law to retain the Personal Data.
8. The Service Provider shall notify Shine immediately if it:
- (a) receives a data subject access request (or purported data subject access request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
9. The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause.
10. The Service Provider shall allow for audits of its Data Processing activity by Shine or Shine's designated auditor. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Service Provider must notify Shine in writing of the intended Sub-processor and processing; and obtain the written consent of Shine.
11. The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.
12. The Service Provider accepts that Shine shall not accept any liability clauses where Personal Data Processors are indemnified against fines or claims under the General Data Protection Regulation.

I confirm that I have read this section and that the organisation which I represent in this tender process complies fully with all the requirements set out;

Name of Service Provider	
Name of Authorised Signatory	
Date signed	
Signature	