

**Request for Tenders dated 29/05/2026
for the provision of a**

**Fully managed solution for all Wide Area Networks (including
CPE), IP Telephony, and POE LAN Switches for Citizens
Information Board (CIB).**

Tender procedure: Open procedure

RFT ID: 8278354

Tender Deadline 06/07/2026 14:00

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Part 1: Introduction

- 1.1 **Citizens Information Board** (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).
- 1.2 In summary, the Services comprise: **The supply, installation, testing, commissioning, and ongoing monitoring, management, and support of a new fully managed solution for all Wide Area Networks (including CPE), IP Telephony, and POE LAN Switches for CIB. The successful tenderer will provide provisioning, installation, commissioning, management, support, updates, and proactive monitoring and performance of the Wide Area Network, IP Telephony, and LAN infrastructure, including all required software licences.**
- 1.3 *Not Used*
- This public procurement competition will be divided into [number of lots] lots (each a “Lot”) as described below. Each Lot will result in a separate contract.
- 1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued for a term of **five (5) years** (“the Term”).
- 1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to **24 months** with a maximum of **one (1)** such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contract may amount to some **€9,100,000** (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
- 1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.
- Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Services Contract. No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

- 2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

- 2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the RFT.

2.2 COMPLIANT TENDERS

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

- 2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 SERVICES CONTRACT

- 2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 5 to this RFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the “Submit” button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Deadline.

- 2.6.2 Tenders must be received not later than **2pm (Irish time) on 6 July 2026** (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in **English**.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using **MS Word, PDF and/or MS Excel**. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **2pm (Irish time) on 26 June 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for **six months** commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.
- 2.10.6 *Not Used – see Pricing Schedule.*

Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the [insert relevant price index] has increased or decreased in the edition of that index published by the [insert relevant authority] most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the

field of environmental, social and labour law that apply at the place where the services are 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 Regulations.

2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the

Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 *Not Used*

2.20.2 *Not Used*

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year.
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year.
Product Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year.
Professional Indemnity	€5 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year.
Cyber Insurance	€1 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year.

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

2.21.3 The successful Tenderer will, during the term of the Services Contract, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

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 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 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 e-ESPD in respect of such Subcontractor completing those sections of the e-ESPD which are specified in section 2.D of the e-ESPD 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;
- (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;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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 and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then 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 and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, 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 and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers must submit a statement, completing the relevant section in the **Tender Response Document** confirming that the company's turnover exceeded **€9,100,000** per annum, in any of the last three financial years, or pro-rata if more recently established, and that they will provide evidence of turnover promptly on request at any time prior to the award decision being made.

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 and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers must provide in their tender, completing the relevant section in the **Tender Response Document**, examples of **3 previous contracts**, undertaken within the last 3 years, which demonstrate successful contract delivery. A brief description of the services provided must be included. These contracts must be of similar scope and nature to the specified requirements of this RFT, particularly in terms of the size and range of services required.

A referee for each contract **must** be provided. Tenderers should note that the Contracting Authority may contact any or all referees without prior notice being given to the Tenderer.

Tenderers should also note that no less and no more than 3 previous contracts should be submitted. In the event of more than 3 contracts are submitted, only the first 3

contracts will be assessed by the Contracting Authority, and the others will be disregarded.

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

3.2.C Mandatory Requirements

Tenders must confirm that they can meet the mandatory requirements outlined in 'Appendix 7 - Mandatory Requirements' (issued as a separate document with tender suite) by completing the relevant section in the Tender Response Document.

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

3.3 AWARD CRITERIA

- 3.3.1 The Services Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

Table A – Award Criteria

Award Criteria		Marks Available	Minimum Qualifying Threshold 60%
1	Technical Solution – Managed IP Telephony	1500	900
2	Technical Solution – Managed POE LAN Switches & Wi-Fi	1500	900
3	Technical Solution – Managed WAN Solution	1500	900
4	Mobilisation of Managed IP Telephony, Managed POE LAN Switches & Wi-Fi and Managed WAN	1500	900
5	Contract Management	1000	600
6	Sustainability: Environmental and social considerations	250	150
7	Cost (Total cost for 5 years)	3000	N/A

	Award Criterion 1	Marks Available	Min. Qualifying Threshold
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			60%
	Technical Solution – Managed IP Telephony		
1.1	Resilient IP Telephony Solution	300	
1.2	Monitoring and Management of the IP Telephony System	200	
1.3	Telephony System Features	300	
1.4	System Call Routing	100	
1.5	Automated Attendant	50	
1.6	Unified Messaging using Teams	50	
1.7	User Directory and Active Directory Integration	50	
1.8	Teams Softphone (with headset), Standard Telephones and Premium Telephones	100	
1.9	Reception Operator Consoles	50	
1.10	Operator Telephones	50	
1.11	Headsets	50	
1.12	Conference Phones	50	
1.13	Possible Future Requirements – IP Telephony System	150	
	Total	1500	900

	Award Criterion 2	Marks Available	Min. Qualifying Threshold 60%
	Technical Solution – Managed POE LAN Switches		
2.1	POE LAN Switches – CIB Head Office and MABS National Development	200	
2.2	POE LAN Switches - Local Offices	300	
2.3	VLANs and Segmentation	50	
2.4	Quality of Service (QoS)	100	
2.5	Management and Monitoring of POE LAN Switches	100	
2.6	Network Management Systems (NMS) -Related Features	100	
2.7	Network Access Security	250	
2.8	Wi-Fi Option	150	
2.9	Future Capabilities	250	
	Total	1500	900

	Award Criterion 3	Marks Available	Min. Qualifying Threshold 60%
	Technical Solution – Managed WAN (Wide Area Network)		
3.1	Suitability of Service Offering	100	

3.2	Quality of Service (QoS)	500	
3.3	Minimum Performance Requirements	100	
3.4	Service Delivery – OSI Layer 3 Service	400	
3.5	Circuit Architecture / Bandwidth	400	
	Total	1500	900

	Award Criterion 4	Marks Available	Min. Qualifying Threshold 60%
	Mobilisation of Managed IP Telephony, Managed POE LAN Switches and Wide Areas Network		
4.1	Project Management & Delivery Approach	600	
4.2	Proposed Resources – Contract Mobilisation - <i>Project Manager</i> - <i>Assigned Technical Resources</i>	600 (300) (300)	
4.3	User Training	200	
4.4	Removal and Secure Disposal of Old Equipment and Telephones	100	
	Total	1500	900

	Award Criterion 5	Marks Available	Min. Qualifying Threshold 60%
	Contract Management		
5.1	Service Level Agreement	200	
5.2	Hardware and Software Support and Maintenance	50	
5.3	Moves, Adds and Changes (MACs)	50	
5.4	Service Management and Reporting	50	
5.5	Proposed Resources – Contract Duration - <i>Account Manager</i> - <i>Service Delivery Manager</i> - <i>Assigned Technical Resources</i>	250 (150) (50) (50)	
5.6	On-Site Technical Resources	50	
5.7	Disaster Recovery	50	
5.8	Exit Strategy	50	
	Total	750	500

	Award Criterion 6	Marks Available	Min. Qualifying Threshold 60%
	Sustainability		
6.1	Sustainability: Environmental and social considerations	250	150

	Total	250	150
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	Award Criterion 7	Marks Available
	COST	3000

Table B - Methodology for calculating scores when evaluating non-cost criteria.

Weighting	Meaning
5 (90-100%)	A response that demonstrates an excellent level of quality and understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
4 (80-89%)	A response that demonstrates a very good level of quality and understanding of requirements and provides assurance that the Tenderer will deliver to a very good standard.
3 (60-79%)	A response that demonstrates a satisfactory level of quality and understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
2 (30-59%)	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the required services would not be delivered.
1 (1-29%)	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	Response completely fails to address the criterion under consideration.

Table C – Marks for cost – 300 marks

Cost Score =	$\frac{\text{Lowest Tendered Total Cost for 5 years}}{\text{Tendered Total Unit Cost under evaluation}} \times \text{Maximum Number of Marks Available}$
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3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (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.

3.4 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) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) 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 preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, to the Contracting Authority no later than **seven (7) calendar days** calendar days from the date of issue for signature unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract 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.

About CIB

The Citizens Information Board (CIB) (the Contracting Authority) supports the provision of free information, advice, money advice and advocacy services to members of the public. Established under the Comhairle Act 2000, CIB comes under the remit of the Department of Social Protection.

CIB's legislative mandate includes ensuring that individuals have access to accurate, comprehensive and clear information relating to social services and providing feedback on social policy. CIB provides a number of services directly to the public, including citizensinformation.ie and mabs.ie.

The Citizens Information Board's Strategy 2023 – 2026 states the vision, mission and values, which are the foundation of our work:

Our Vision - An Ireland where everyone has seamless access to a trusted, independent source of information, advice and advocacy.

Our Mission - To enable the delivery of quality information, advice and advocacy services to the public, based on a foundation of strong governance, systems and standards.

Our Values - Availability | Sustainability | Accountability

Other services are provided to the public by the companies funded and supported by CIB, known as Service Delivery Companies. Currently, CIB funds 22 Service Delivery Companies:

- 8 Citizens Information Services (CISs)
- 8 Money Advice and Budgeting Services (MABS)
- National Advocacy Service for people with disabilities (NAS)
- Citizens Information Phone Service (CIPS)
- MABS Support
- National Traveller MABS (NTMABS)
- Sign Language Interpreting Service (SLIS)
- Register of Irish Sign Language Interpreters (RISLI)

CIB provides oversight and infrastructure for the Service Delivery Companies, including ICT support. There are service level agreements in place with each of the 22 companies. In turn, the Service Delivery Companies provide frontline services to the public. These services include the provision of free, impartial, and confidential information, advice and advocacy across a broad spectrum of right and entitlements.

CIB has the communications and governance remit for Abhaile, the mortgage arrears scheme which is funded by the Department of Social Protection. Abhaile provides one-stop access to the available State supports, targeting those in severe and long-term mortgage arrears.

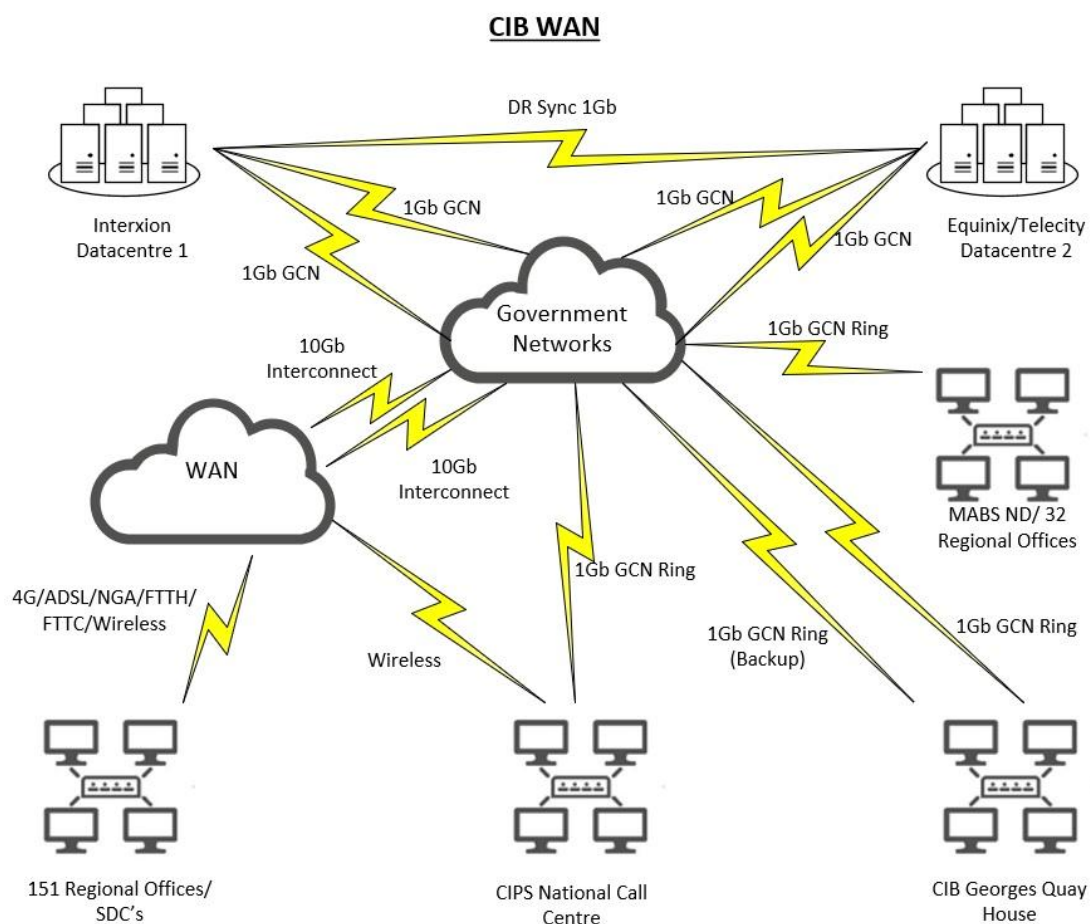
CIB invites tenders for the supply, installation, testing, commissioning, and ongoing monitoring, management, and support of a new fully managed solution for all Wide Area Networks (including CPE), IP Telephony, and POE LAN Switches. The successful tenderer will provide provisioning, installation, commissioning, management, support, updates, and proactive monitoring and performance of the Wide Area Network, IP Telephony, and LAN infrastructure, including all required software licences.

The CIB ICT team does not currently have a Wide Area Network, Internal Telephony Support, or LAN network support team, and it is not envisaged that this will change during the lifetime of the contract.

The expectation is that the installation project will be completed within 12 months once commenced, during which the existing network will need to remain fully functional.

Current Infrastructure

At present, most remote offices are connected to central services (data and voice) over a private Multi-Protocol Label Switching (MPLS) using ADSL, VDSL, Fibre, Fixed Wireless Broadband and Microwave links. Bandwidths vary by location, but 100mb download and 10mb upload is typical, and in a number of cases, Wide Area Network (WAN) connectivity has been upgraded to Very High-Speed Digital Subscriber Line (VDSL), Fibre (Siro/NBI, etc), Fixed Wireless Broadband and GCN (Government Cloud Network). In some locations, a backup connection has been provided and traffic shaped to utilise bandwidth and ensure service delivery.



Current CPEs for non-GCN sites are mainly Cisco 1K (Cisco 1117-AP) devices providing:

- 4 x GE LAN ethernet ports

- WAN interface appropriate to the service offering.
- Separate WAN Port for resilience i.e. 3G/4G
- Confirms to IEEE802 open standards

GCN-connected sites, of which there are 20, do not require WAN Management.

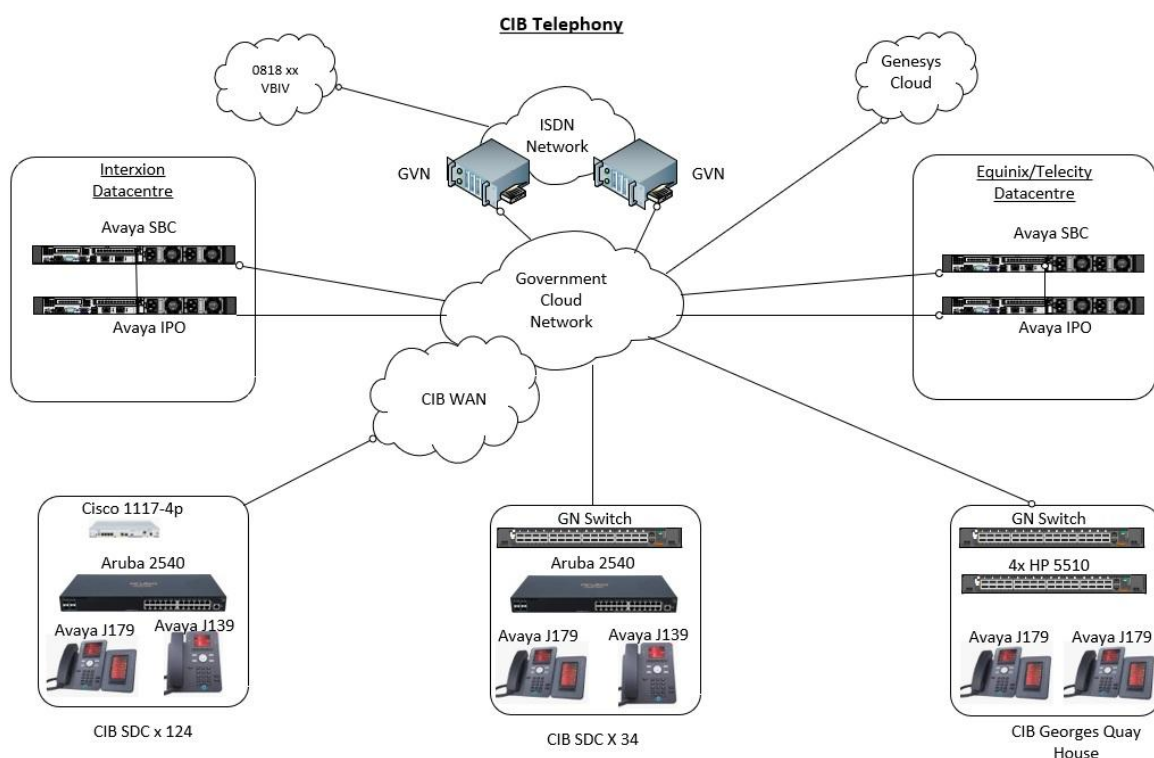
Current LAN Switch Technology

All offices have at least one Aruba 2540 24G PoE+ 4SFP+ (JL356A), depending on the size, two may be deployed. There are 4 HPE FlexNetwork 5510 48G PoE+ 4SFP+ HI 1-slot switches (JH148A) configured as a single virtual switch, installed in CIB's head office located at George's Quay House, Townsend Street, Dublin 2, and 1 X HPE FlexNetwork 5510 48G PoE+ 4SFP+ HI 1-slot switch (JH148A) installed in MABS Helpline location in Blanchardstown, Dublin 15

The LAN Switches support 2 VLANs for voice and data.

Current IP Telephony Solution

The current solution is Avaya IP Office Platform. The Avaya IP Office has been designed to support a pair of Avaya IP Office Servers, Primary and HA, located across the two CIB data centres, supporting 1,032 users, 200 SIP trunks, DDI numbers, office-based 0818 lo-call numbers, DDI number masked to the offices 0818 main numbers, and a voicemail system, with an Auto/IVR/Voicemail for each location. The system also has a feature-rich call handling, reception type and group abilities together with User directory integration,



The end users are deployed across multiple sites utilising either Avaya J139, J179 IP handsets and Speakerphone (B179) with PoE, registered to the central Avaya IPO servers. Operator consoles utilising the J179 handset are also in place at the offices' receptions nationwide. Incoming calls from the Government voice network (GVN) are routed through the central server to either the Genesys Cloud CX Contact Centre or the distributed workforce, as required, across the CIB WAN. Avaya Communicator is used in some locations.

The current WAN, LAN, and Telephony environment is provided as a complete managed service by a single supplier under two contracts.

Scope

Scope of the current IP telephony solution

The managed IP telephony solution includes:

- A resilient, scalable and 'modular' IP telephony system
- Unified Messaging
- Unified Communications Capability
- SIP Trunk Connectivity
- IP telephones
- Softphones
- Headsets

Scope of the current LAN switch solution

The managed LAN switch solution includes:

- Gigabit Ethernet LAN switches with POE
- Patching from the LAN switches to the WAN routers.
- Patching from the LAN switches to the patch panels

Managed service

A Service Level Agreement (SLA) is in place covering:

- Design, project management and installation
- User training, both initial and recurring (with the initial training taking place onsite)
- Helpdesk
- Remote 24x7 monitoring
- Break/fix service
- Software and firmware upgrades and software patching.
- Moves, Adds Changes (MACs)
- Next Business Days: On-site resources when identified.
- Service, Technical and Account Management

Out of scope

For clarity regarding the requirements, the following are **out of scope**:

- Premises cabling (structured floor cabling from the floor outlet to the comms cabinet distribution panel, patch leads will be supplied to connect each PoE port to this panel)
- Cabinets and racks – however, required space and power will be provided by CIB
- MABS National Development and Citizens Information Phone Service call centre phones/softphones – these will be connected to the separate Genesys CX Cloud system, which is hosted in the Cloud and will require handover of calls on specific number ranges.

Summary

The scale of the project can be summarised as follows:

- | | |
|---|--|
| • Total locations: | 150 |
| • Total number of offices: | 185 |
| • Total 24-port LAN switches required: | 188 |
| • Total 48 port switches for CIB GQH | 5 |
| • Total phone connections (endpoints) required: | 1830 (1300 AD User ID's - Teams / 445 SIP endpoints) |
| • Total Physical SIP Handsets required: | 490 (445+10% for additions) |
| • Total Physical SIP Speakerphones required: | 5 |

Tenderers should note that “locations” refers to buildings. Some buildings contain more than one “office”, for example, where a Citizens Information Centre and a Money Advice and Budgeting Service operate from the same building. Generally, each office requires its own switch, but there are some instances where the same switch is used for multiple offices.

Most offices have 10 or fewer phones, while only one site (George’s Quay House, Dublin) has more than 20.

Requirements and Specification

1. Technical Specification – Managed IP Telephony

TENDERERS MUST RESPOND TO EACH ELEMENT OF THE TECHNICAL SPECIFICATION IN DETAIL, CLEARLY IDENTIFYING THEIR OFFER FOR EACH COMPONENT BY COMPLETING THE RELEVANT SECTION IN THE TENDER RESPONSE DOCUMENT.

1.1 Resilient IP Telephony System

CIB requires a Resilient Managed Cloud only based IP Telephony (IPT) system based on Microsoft Teams, utilising CIB’s Microsoft 365 E5 licenses.

Tenderers must:

- Detail the proposed IP Telephony Solution using CIB in place of Microsoft Teams Licensing.
- Describe the resilience of the solution being proposed, including details of how the failover will operate, whether it is active/active or active/passive, automated or manual, whether service is lost during failover, and the duration of any outage, if relevant
- Provide details of the level of availability that can be expected from the proposed IP Telephony System
- Describe how calls will be routed between Government Networks and the IP Telephony System; other options will be considered
- Describe how selected ranges will be handed off to the Genesys CX Cloud system for MABS National Development, NAS and the Citizens Information Phone Service

- Provide details on how they will recreate the current local call routing configurations from each site, for example, hunt groups, IVR (Interactive Voice Response), etc.
- Describe how call quality will be retained across the complete infrastructure

1.2 Monitoring and Management of the IP Telephony System

It is required that the IP Telephony system be monitored and managed 24x7.

Tenderers must describe:

- The systems that will be used to monitor and manage the IPT solution, including the solution's status, performance and security
- The access point that will be provided to the CIB ICT team
- Any alerting systems that will be provided
- The Network Operations Centre (NOC), where the monitoring will take place

1.3 Telephony System Features

A feature-rich telephony system is required. At a minimum, the system must provide the following user features:

- Call forward
- Call hold
- Caller ID
- Call pickup group
- Do not disturb
- Extension Initiated Conference (user plus 3 others)

Tenderers must provide a full list of all features supported on the telephony system.

1.4 System Call Routing

The existing direct dial-in (DDI) number range 0818/geographics numbers (as detailed in the Master Spreadsheet of Offices - Appendix 8, (issued as a separate document with tender suite) will be used during the project implementation period, and a streamlined 4-digit internal dial plan will be retained where possible, with desk-to-desk dialling between all offices.

In addition, as with the current system, calls to DDI numbers in MABS National Development, National Advocacy Service, and the Citizens Information Phone Service (the three national helplines funded by the Citizens Information Board) will need to be redirected to the Genesys CX Cloud system, which is hosted in AWS.

Tenderers should note that inbound calls will be (options considered (delivered by Government Networks, while outbound calls should be terminated by the successful tenderer.

Tenders should note that outbound calls from individual office DDI numbers are masked to their assigned offices defined 0818 number, and this is required to be preserved as part of this tender.

During the project implementation, calls will need to be routed both ways between the new system. Tenderers must describe how they will work with the incumbent service provider to implement this.

Tenderers must describe how the proposed system can meet these call routing requirements.

1.5 Automated Attendant

A minimum of one Automated Attendant/Interactive Voice Response (IVR) per office is required. This functionality must provide a list of caller options based on a single-digit dialled menu, with a minimum of 2 levels of custom call routing.

The Automated Attendant must have a minimum of 30 concurrent access ports and must allow different messages to be recorded and scheduled in advance to cater for public holidays, for example, Christmas Day and New Year's Day.

Tenderers must describe the proposed Automated Attendant system features.

1.6 Unified Messaging using Teams

Each phone extension will require a voice mailbox that can be accessed remotely. The proposed mailbox solution should be a Unified Messaging solution that integrates seamlessly with CIB's current Microsoft Teams and Microsoft 365 Messaging solutions.

Tenderers must provide details of the proposed Unified Messaging solution, including any limitations on concurrent users accessing voicemail, and the ability for users to set up multiple greetings that automatically reflect their 'presence status'.

1.7 User Directory and Active Directory Integration

The system must include a user directory that provides:

- A list of all extensions by name, section/department and office
- A centralised directory of external client phone numbers, available to all users, with ease of management of the list
- An individual directory for each user, available only to that user
- The user directory can be integrated in Microsoft Teams, and the system must therefore be compatible with Active Directory and Teams

Tenderers must describe:

- The capabilities of the User Directory system and how it interfaces with Active Directory and Teams

1.8 Teams Softphone (with headset), Standard Telephones and Premium Telephones

Currently, the Citizens Information Board uses Avaya handsets. It is intended that the primary means of making and taking calls will be via the Microsoft Teams system, where the user will utilise the PC's sound system and, in most cases, a Headset. Also, two models of telephone handsets will be installed as part of this project: a Standard Telephone and a Premium Telephone, in Meeting rooms, Reception area, Interview rooms or common areas (Kitchen/Canteen) as required.

The telephone handsets must meet the following minimum specifications:

Standard Telephone	Premium Telephone
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1. Screen display 2. Full duplex speakerphone 3. Dual 10/100/1000 ports (Indicate POE Class type and wattage) 4. Passthrough to allow the PC to be connected to the telephone 5. Minimum 2 lines 6. Minimum 8 feature keys 7. Minimum 4 soft keys 8. Voice mail display 9. Missed call indicator 10. Headset port 11. Hearing Aid compatible	1. Colour Screen display 2. Full duplex speakerphone 3. Dual 10/100/1000 ports (Indicate POE Class type and wattage) 4. Passthrough to allow PC to be connected to the telephone 5. Minimum 4 lines 6. Minimum 16 feature keys 7. Minimum 8 soft keys 8. Voice mail display 9. Missed call indicator 10. Headset port 11. Hearing Aid compatible 12. Support for Expansion Module
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Details of all offices are shown in the “Master Spreadsheet of Offices – Appendix 8” (issued as a separate document with tender suite). This includes the office address, the total number of phones required at each office, and the DDI number range for each office. It is intended that one Premium Telephone be installed at each office for Reception capability, for backup to the Teams-based Reception capabilities. The remaining phones will be Standard Telephones.

The quantities of telephones and headsets that will be required are:

- Standard Telephones 316
- Premium Telephones 174
- Headsets 1300

Please note that a small number of phones in local offices are wall mounted.

Tenderers must provide:

- Detailed descriptions of the proposed Standard Telephone and Premium Telephone handsets, including the POE Class type and power requirement (watts), and how these integrate into the Microsoft Teams environment
- Detailed description of the proposed Headsets and how they are Teams supported and meet the CE mark requirements
- A description of the Microsoft Teams options available within the system, along with a description of how these may be used by staff to work remotely using broadband connectivity

1.9 Reception Operator Consoles

Tenderers must provide a description of the proposed operator console functionality using Teams. This may be a dedicated console or a PC-based soft console. They will also be required to detail how the physical Premium SIP phones will have this functionality.

1.10 Operator Telephones

Tenderers must provide a description of how the same functionality can be supported by Microsoft Teams or a proposed Premium Telephone, and, where an Expansion Module is proposed, it should be described.

One Premium Telephone will be assigned in each of the 191 local offices for operator answering. This is achieved at present using Expansion Modules utilising a “Busy Lamp Field” presentation of extension usage on Avaya J179 phones.

1.11 Headsets

For Teams, a PC headset will be required and must have the following;

1. USB-A or USB-C connectivity, or an adapter if required.
2. Over-ear, dual-ear business-standard headsets.
3. Headsets must be Microsoft Teams certified.
4. CE (Conformité Européenne or "European Conformity") mark and meet the requirements set out by CE.
5. They must also provide the following functionality;
 - Show via an indicator light that the user is in a call
 - And an indicator light that can show the headset is on mute or off mute
 - Can increase or decrease the volume as required
 - Has a reasonable ability for ambient noise cancellation
 - Has high noise or noise shock protection for the user
 - Can set the default maximum volume for the user

The tender must provide details of the Headset proposed that the meet the requirements as noted above.

1.12 Conference Phones

There is an initial requirement for five conference phones (Spider Type) in George’s Quay House. Conference phones will be required for:

- Four meeting rooms of 5 X 5 metres
- One meeting room of 10 X 8 metres

Tenderers must provide details of the conference phone model, including any required extension microphones. These must interface with Microsoft Teams. Full Video conferencing is not a solution required in this tender.

1.13 Possible Future Requirements – IP Telephony System

CIB’s requirement is for an IPT System capable of meeting the organisation's needs today and of implementing new features during the contract period.

Tenderers must also describe any other capabilities of the proposed system that may be beneficial to CIB and the companies it funds.

Particular attention should be paid to how each office, and its associated regionals (groups of offices) can provide basic call management details in an online reporting portal, with local regional management access for Reporting. Details required but not limited to: Calls Offered, Calls Answered, Calls Abandoned, Answered by Voicemail, Length of Call, Average Length of Time to Answer, Average Time to Answer, Calls made per Region, Office, endpoint, etc., and all data must be held for a minimum of two years.

2. Technical Specification - Managed POE LAN Switches

TENDERERS MUST RESPOND TO EACH ELEMENT OF THE TECHNICAL SPECIFICATION IN DETAIL, CLEARLY IDENTIFYING THEIR OFFER FOR EACH COMPONENT BY COMPLETING THE RELEVANT SECTION IN THE TENDER RESPONSE DOCUMENT.

2.1 POE LAN Switches – CIB Head Office and MABS National Development

There are 4 x 48-port POE switches, configured as a single virtual switch, installed in CIB's premises at George's Quay House, Townsend Street, Dublin 2. Another single 48-port POE switch of the same type is installed at MABS Support in Blanchardstown, Dublin 15.

These switches are HPE FlexNetwork 5510 48G PoE+ 4SFP+ HI 1-slot switches (JH148A), which include the following features:

- 48 RJ-45 autosensing 10/100/1000 PoE+ ports
- 4 fixed Gigabit Ethernet SFP+ ports
- 1 port expansion module slots
- 2 power supplies
- 1U - Height

It is expected to replace these switches as part of the overall tender with 6 * 48 port switches, but the successful tenderer will be required to take over the management and support of these current switches and aid a smooth and successful changeover to the new equipment when required.

The Service Level Agreement (SLA) for these switches must include the same level of monitoring, management and support as for the existing and new LAN switches to be provided for the rest of the network.

Tenderers must describe how they will take over and manage these four switches.

2.2 POE LAN Switches – Local Offices

188 * 24-port PoE LAN switches and 6 * 48-port PoE LAN switches (GQH and MABS Commercial House, Blanchardstown) will be required in locations identified in the accompanying 'Master Spreadsheet of Offices – Appendix 8' (issued as a separate document with tender suite). Sites with more than 24 ports can utilise a 48-port version of the same family of switches; multiple 24-port switches in a location must be configured as a single virtual switch.

The desktop PCs, laptops, and docking stations, along with other data devices (printers, etc.), are to be connected to the POE LAN switch.

If a phone handset is provided, i.e. to meeting rooms and reception areas, the desktop PCs, laptops, and docking stations at these locations will be connected to the handset pass-through IP LAN port.

The switches are to be installed, configured, monitored, managed and supported by the successful tenderer. It is therefore preferred that a single switch type be provided for all offices, optimised for each site's requirements.

Since there are already Patch Leads in place for both switch ports and device ports, the vendor is expected to utilise all in-place cables. However, they are expected to bring sufficient cables to replace unsuitable or damaged cables, or to provide additional cables as required. The cost of these cables will be reconciled during the installation project.

The switches proposed must meet the following specifications:

Ports and interfaces	
Basic switching RJ-45 Ethernet ports quantity	24
Basic switching RJ-45 Ethernet port type	Gigabit Ethernet (10/100/1000)
SFP+ module slots quantity	2 x Gigabit SFP / 10 Gigabit SFP +
Management features	
Switch type	Layer 3 - Managed
Quality of Service (QoS) support	Yes
Multicast support	Yes
ARP inspection	Yes
Power over Ethernet	
Power over Ethernet (POE)	Yes
Power over Ethernet plus (POE+) ports quantity	24-port POE+ (multiple can be installed on a site) Optional: 48-port POE+ for sites with more than 12 users. (Required in GQH and MABS Support)
Total Power over Ethernet (POE) budget	360W for 24-port POE+ switches 720W for 48-port POE+ switches
Design	
Rack mounting 1U	Yes
Security	
Security algorithms	802.1x RADIUS, SNMP
Access Control List (ACL)	Yes
SSH/SSL support	Yes
Static port security	Yes
Networking	
Networking standards	IEEE 802.1D, IEEE 802.1Q, IEEE 802.1ab, IEEE 802.1p, IEEE 802.1s, IEEE 802.1w, IEEE 802.1x,

	IEEE 802.3ab, IEEE 802.3ad, IEEE 802.3af, IEEE 802.3ah, IEEE 802.3az, IEEE 802.3u, IEEE 802.3x
Full duplex	Yes
VLAN support	Yes
10G support	Yes
IP routing	Yes
DHCP server	Yes
DHCP client	Yes
Port Spanning	Yes
Port Mirroring	Yes

The switches must also meet the following specifications:

- The base ports in each switch must be 10/100/1000 autosensing, with Unshielded Twisted Pair (UTP) presentation
- The switches should be fully non-blocking when all interfaces are running at full capacity
- All switches must be powered by a standard 230V AC mains supply
- It must be possible to 'daisy-chain' the proposed switches

In addition, power surge protection must be provided for each switch.

Tenderers must:

- Confirm that the proposed switches meet the minimum specifications above
- Detail the switches that are proposed as part of this tender, including the throughput capacity of the switches, the packet-per-second switching capacity of the switches and the latency of the switches
- Describe what Power Delivery Negotiation capabilities are provided in the proposed solution
- Describe the full range of Power Supply Units (PSUs) that can be provided. Any limitations in respect of the ability to deliver power to any combination of POE / POE+ devices must be clearly stated
- Describe the full set of hardware and software security features provided in relation to the switches

2.3 VLANs and Segmentation

The proposed LAN switches for the local offices must support the creation of standards-based Virtual LANs (VLANs). CIB currently uses separate VLANs for Voice and Data and may extend this to other requirements at a later stage, e.g., CCTV.

Tenderers must describe how they will implement a VLAN solution to segregate data and VOIP traffic.

Tenderers must describe the VLAN features of the proposed switches and detail any limitations regarding the number of VLANs that can be created. Details of any other network segmentation technologies supported by the proposed equipment must be clearly stated.

2.4 Quality of Service (QoS)

The proposed LAN switches for the local offices must support Quality of Service (QoS). The successful implementation of QoS for the voice data traffic will be a key component of this project.

Tenderers must provide a detailed description of the QoS mechanisms supported by the proposed LAN switches for the local offices. Tenderers must describe how QoS will assign priority over the line for offices and detail any recommendations for QoS configurations.

2.5 Management and Monitoring of POE LAN Switches

It is required that the POE LAN switches in the Head Office and local offices be monitored and managed 24x7.

Tenderers must describe how they will manage and monitor all switches provided, including WAN connectivity to those switches.

The description must cover the systems used for monitoring and management, the systems used for alerts, the access points for the CIB ICT team, and the Network Operations Centre (NOC) where monitoring will take place.

2.6 Network Management Systems (NMS) -Related Features

Tenderers must describe the extent to which the following additional NMS-related features are supported in the proposed LAN switches:

- Remote Monitoring (RMON)
- Syslog
- NetFlow / Sampled Flow (sFlow) / Internet Protocol Flow Information Export (IPFIX) (or equivalent)

Tenderers must also describe how they will provide maximum visibility into available NMS-related features to CIB through the following

- Network Health Dashboards
- AI-related network monitoring, insights, analytics, optimisation, troubleshooting and automated remediation
- Security-related technologies
- Change Auditing

2.7 Network Access Security

Tenderers must provide a solution that implements Network Access Control (NAC) on the wired connections to the proposed switches, ensuring only compliant and approved devices connect to the CIB network. CIB acknowledges that the proposed solution may also be used as part of a wider NAC system to include Wireless (Wi-Fi) and VPN connectivity and security over the course of the contract

The solution must have.

1. 802.1x, MAC and Profiling Authentication of devices
2. Multiple vendor support
3. Zero Trust implementation
4. Central Management and Monitoring console access
5. Auditing/Reporting

The tendered solution must also support the existing HPE Aruba ClearPass solution, if not already the tenderer's proposed solution, during the migration period to their proposed solution.

2.8 Wi-Fi

CIB wishes to seek a solution to implement centrally managed, secure Wi-Fi in offices as required during the term of the contract. The solution and how it will integrate into the tendered solution, including the Network Access Control system, will be marked, but cost will not; however, indicative costs will be required in two sections: the central management system with licensing models and a cost per deployed Access Point (AP).

CIB requires the following as part of the proposed solution, Tenderers must

1. Provide a detailed architectural overview of the Wi-Fi solution, including model and specification, including AP models and specification, controller/management platform and integration with NAC
2. Describe Dynamic Network segmentation (multiple VLANs), including multiple SSID, for both Public and Internal (Organisational) connectivity
3. Explain how a minimum Wi-Fi 6 (802.11ax) connectivity to handle a minimum of 50 connections per AP will be implemented and maintained
4. Describe WPA-3 Enterprise Encryption
5. Support 802.1x Certification, Identity Management and Network Access Control for Internal (Organisational) Access
6. Local Office-branded (Multiple) Captive Portal / Public portal for limited access.
7. Outline approach to continual monitoring of the environment to ensure adequate coverage for users
8. Describe how it will be centrally managed for security, configuration, updates, performance, pre-emptive support and deployment
9. Describe options as part of the solution to support secure Cloud-based deployment, using multiple mediums (5G/Wi-Fi/ISP) and support connections to devices with wired and Wi-Fi connectivity

2.9 Future Capabilities

CIB is seeking an overall Network solution to support a move to a fully cloud-based service during the term of the contract; the solution offered for this tender should take this into account.

Key Areas.

- a) Vendor flexibility
- b) Utilisation of Tendered solution

- c) Zero Trust Network Access Management
- d) Secure Access Service Edge Technologies
- e) Resiliency using multiple means of connectivity
- f) Integration into security (SIEM/MDR) and identity (Azure AD) technologies.
- g) Integration to CIB's resilient Managed Infrastructure environment

Marks will be given depending on how the solution described aligns with the move to a SASE-based, cloud-native solution during the term of the contract, including support for this by providing testing and pilot solutions, using technologies already supplied as part of this tender, and by ensuring adequate performance and security for the contract term.

3. Technical Specification - Managed WAN (Wide Areas Network)

TENDERERS MUST RESPOND TO EACH ELEMENT OF THE TECHNICAL SPECIFICATION IN DETAIL, CLEARLY IDENTIFYING THEIR OFFER FOR EACH COMPONENT BY COMPLETING THE RELEVANT SECTION IN THE TENDER RESPONSE DOCUMENT.

The Contracting Authority acknowledges that there are many ways in which to deliver public service WAN connectivity requirements using a range of technologies. It is further acknowledged that solutions proposed in response to this RFT may vary depending on the unique set of variables that exist at different geographic locations and the Contracting Authority's specific technical requirements.

The technical specifications set out in this section of the RFT, 3.1 to 3.6, cover all potential delivery methods that may apply to solutions proposed in response to this RFT. Tenderers should note that not all of these specifications will necessarily apply to the solution proposed by the Tenderer (for example, different specifications apply depending on whether the solution is Layer 2 or Layer 3, and whether it is Contended or Non-Contended).

Tenderers are required to provide responses to each requirement set out in sections 3.1 to 3.6 below that are applicable to their proposed solution. Please read each requirement carefully and respond in the order as set out. Failure to follow the RFT format may result in your Tender being deemed non-compliant and eliminated from this Competition.

Tenderers should respond to:

1. In all cases: 3.1 Suitability of Service Offering
2. In all cases: 3.2 Quality of Service (QoS)
3. In all cases: 3.3 Performance Requirements
4. In all cases: 3.4 Technical Specifications for OSI Layer 3 Services
5. Depending on the solution(s) requested by the Contracting Authority, Tenderers must respond to;
 - 5.1 Minimum Specification for Contended or Point-to-Multipoint type services. Such services may include Fibre, xDSL, DOCSIS, Licensed Radio, WiMax, Fixed Broadband, and Microwave. etc.
 - 5.2 Bandwidth

3.1 Suitability of Service Offering

Given that the offices/sites listed in the Master Spreadsheet of Offices – Appendix 8 (issued as a separate document with tender suite) are public facing, the stability of the proposed wide area connectivity solution is of paramount importance to the Contracting Authority. As radio links are prone to degradation/outage due to climatic and/or localised events, the contracting Authority prefers a

fixed-line solution, e.g., fibre or copper. The contracting Authority will, of course, accept other media such as radio, microwave, fixed broadband wireless services or other similar known solutions where a fixed solution is not available.

1. Tenderers must describe succinctly (graphs/diagrams must be included) the proposed solution(s), outlining the advantages and relevant architectural strengths. The proposed service should be cost-effective, reliable, resilient and scalable.
2. The solution delivered should include the provision and installation of a managed CPE router appropriate to the service offering. This router should be capable of remote monitoring and management by the Tenderer. Ethernet ports should be Gigabit Enabled (GE).

The CPE Router should have:

- A minimum of 4 x GE LAN Ethernet ports
- WAN interface appropriate to the service offering. (For example, this could be 1 x GE Ethernet WAN port or support for VDSL Annex M and ADSL2)
- Separate WAN Port and supporting technologies for resilience, i.e. 5G/4G or other resilience-focused technologies
- Must conform to IEEE802 open standards

Tenderers must confirm that their proposed CPE meets the minimum requirements outlined above.

Tenderers must describe any/all features of the proposed CPE devices that provide resilience, for example, dual power, hot swap modules, remote upgrades,

The technical specification of the proposed solution must be equal to or exceed that proposed to qualify for the Agreement and must meet all Mandatory Requirements. Where Tenderers offer multiple products or describe features of their network, they must explicitly explain the features included in the solution they have priced. Any functionality not included in this price must be marked as out of specification for costing purposes.

3.2 Quality of Service (QoS)

QoS capabilities are required where:

- If the Tenderer proposes a point-to-point service where packet delivery at the full line rate from each remote location cannot be guaranteed (i.e. because the links into the Contracting Authority's central locations are oversubscribed or because there is contention within the carrier's network core)
- an any-to-any service is proposed by the Tenderer. QoS is always required for any-to-any services because traffic patterns (and therefore the potential for contention at egress from the carrier network to any Contracting Authority location) cannot be known with certainty

If your proposed solution matches the scenarios described above, please provide a description of your QoS solution(s).

Tenderers must clearly and comprehensively describe how each of their QoS mechanisms operates for the required circuits/remote offices, specifying:

1. The options available for allocating bandwidth among traffic classes. Tenderers must clearly detail whether the Contracting Authority can arbitrarily specify the fraction of link bandwidth to be reserved for each traffic class or must the Contracting Authority select from a number of

predefined profiles? If the former, any limitations must be clearly stated. If the latter, the available profiles must be specified. An arbitrary selection of profiles will attract higher marks.

2. Where multiple VLANs/VPNs are utilised across a single access link, are QoS policies applied:
 - a) Either, across the link as a whole or per VPN/VLAN at the Contracting Authority's choice (Preferred option)
 - b) Per-VPN/VLAN (Less preferable option)
 - c) Across the link as a whole (Least preferable option)
3. How excess traffic in each traffic class is handled (e.g. dropped or marked down to a lower class). A marked-down solution will attract higher marks.
4. How traffic should be "marked" by the Contracting Authority on ingress to the carrier network to ensure that the traffic is carried in the correct traffic class. Tenderers should note that preference will be given to a "software" based mechanism (e.g. IP DSCP or 802.1p tag) over any physical mechanism class.
5. What delay/jitter/loss guarantees are associated with each traffic class within the carrier network? Proposed solutions must at least meet the minimum acceptable performance metrics outlined in Table 1 below.

3.3 Minimum Performance Requirements

The minimum performance requirements that the carrier network must meet are specified in the table below.

The following definitions apply to the performance metrics:

1. "End-to-end" Latency is defined as the round-trip latency observed between any two CPE routers on the network.
2. "Jitter" is defined as a variation in the delay of received packets.
3. "Packet Loss" is the proportion of "in-contract" packets dropped by the carrier network. This includes drops due to line errors or congestion within or at the edge of the carrier network.

Table 1

	End-to-end Latency	Jitter	Packet Loss
Priority traffic class	50ms	5ms	< 0.01%
Other Assured Forwarding traffic classes	100ms	10ms	< 0.05%
"Best Effort" traffic class	100ms	20ms	< 0.1%

Tenderers should note that the Citizens Information Board reserves the right to measure service performance across the carrier network in respect of Latency, Jitter and Packet Loss throughout the Term of the Services Contract, and expect the Tenderer to report on a monthly basis on performance levels as set up in the table above, per circuit.

Where service performance is assessed, the performance target will be measured with a statistical accuracy of +/- 5% and with a confidence level of 95%. If the Citizens Information Board finds that the network is operating outside of these specifications, then a fault condition is deemed to exist and must be resolved by the successful Tenderer with reasonable industry-accepted timelines.

3.4 Service Delivery - OSI Layer 3 Service

The proposed Layer 3 service must support IPv4 and IPv6.

- 1) Tenderers must specify any limitations on the use of IP addresses (IPv4 and IPv6, unicast and multicast). Tenderers must demonstrate that any such limitations do not prevent the routing of private addresses.
- 2) Any limit on the number of IP routes (IPv4 and IPv6, unicast and multicast) which may be contained within a single virtual routing table must be clearly stated. For unicast IPv4 and IPv6, the limit must be at least 1000 prefixes. The behaviour of the network when the number of permitted routes is exceeded must be described. Marks will be awarded based on limitations to the routing table. The fewer limitations, the greater the mark.
- 3) As a managed Customer Premises Equipment (CPE) router is required as part of the solution, please provide the following information:
 - What dynamic routing protocol(s) are supported on the LAN? A detailed network design showing how the WAN will be integrated into the Citizens Information Board's a network is required;
 - What is the procedure for requesting configuration changes to CPE routers (e.g. changes to static routes, QoS ingress policies for traffic-marking etc.) and what SLAs are associated with such requests?
 - What level of access to the CPE routers will be available to the Citizens Information Board's personnel?
 - What CPE device(s) will be deployed?
 - How are device configurations managed? (e.g. archiving, change-tracking);
 - How is access to the CPE routers controlled? (e.g. AAA server);
 - How will copies of router logs be made available on request?
 - How will tenderers provide resilience, for example, dual power, hot swap modules?

How the Tenderer will cooperate with the Citizens Information Board and with other carriers providing bandwidth to the Citizens Information Board locations to achieve a multi-carrier resilient solution.

3.5 Circuit Architecture / Bandwidth

Tenderers can propose either a '*Symmetric Non-Contended Service*' and/or a '*Asymmetric Contended or Point to Multipoint Service*'.

3.5.1 Sub Criterion - Symmetric Non-Contended Service

The following is the expected bandwidth for each site.

Category	Number of sites	Minimum Bandwidth expected
All	130+	500 Mbps

For any site(s) where this service is offered, please provide details of all available bandwidth denominations with the proposed solution(s), up to 5 Gbps.

It is vital that the Contracting Authority has flexibility in terms of bandwidth, as some sites will/may grow larger and may require greater speeds in the future. Cost associated with different bandwidths and upgrade costs (if any) should be specified in the Cost Spreadsheet provided. The Contracting Authority reserves the right to increase the bandwidth at any site listed in the Master Spreadsheet of Offices – Appendix 8 (issued as a separate document with tender suite) during the Term of the Contract.

3.5.2 Asymmetric Contended or Point to Multipoint type services. Such services may include, but not be limited to, Fibre, xDSL, DOCSIS, Licensed Radio, WiMax, etc.

The following is the expected bandwidth for each category of site:

Category	Number of sites	Bandwidth expected (down)	Bandwidth expected (up)
All	130	500 Mbps	100 Mbps

For any site(s) where this service is offered, please provide cost details for all available bandwidth denominations with the proposed solution(s), up to 5 Gbps.

1. The physical-layer presentation (e.g. Ethernet, DSL etc.) must be specified for information purposes.
2. The product delivery proposed (the name of the product) must be described in detail including all technologies used.
3. Tenderers should note that they are required to specify the path taken through the network from the Citizens Information Board locations to the carrier's core network. Any network infrastructure that is addressable on the public Internet must be clearly indicated at that stage. This includes routers with IP addresses which are reachable on the Internet (i.e. where routing infrastructure is shared between public Internet service and private network products), L2TP LAN or LNS devices with a public Internet IP address (e.g. where wholesale carrier products are delivered via L2TP tunnels across the public Internet). Exclusively Layer-2 infrastructure (e.g., Ethernet switches that do not perform any routing) where the management addresses are not reachable on the public Internet need not be specified. Tenderers should note that preference will be given to proposals which offer the highest degree of separation from the public Internet.

4. The following are the minimum performance requirements:

	End-to-end Latency	Jitter	Packet Loss
Priority traffic class	50ms	5ms	< 0.01%
Other Assured Forwarding traffic classes	100ms	10ms	< 0.05%
“Best Effort” traffic class	100ms	20ms	< 0.1%

The parameters for traffic classes other than “Best Effort” are the **minimum acceptable** performance standards. Tenderers must confirm that their proposed solutions can meet these minimum performance standards.

Tenderers must describe what remedial action, if any, they will take if **Citizens Information Board** finds that part of the network routinely fails to meet the minimum performance parameters (e.g. because the level of traffic from other customers on a contended link is routinely above the statistical norm upon which the chosen contention level is based).

Tenderers should note that a Tender response may include a combination of Contended and Non-contended Circuits.

Tenderers must complete the Cost tables in the TRD and the Bandwidth per site in Appendix 9 (issued as a separate document with tender suite) for the proposed Bandwidth at each site/office.

4. Mobilisation of Managed IP Telephony, Managed POE LAN Switches and Wide Areas Network

TENDERERS MUST RESPOND TO EACH ELEMENT OF THIS SECTION IN DETAIL, CLEARLY IDENTIFYING THEIR OFFER FOR EACH ELEMENT BY COMPLETING THE RELEVANT SECTION IN THE TENDER RESPONSE DOCUMENT.

The expectation is that the mobilisation project will be completed within 12 months once commenced. Completion of the project in a timely manner is desirable to allow the end-of-life equipment to be retired and to minimise the duration of parallel operation of the old and new telephony systems. This project coincides with a separate WAN project, so it depends on WAN connections being upgraded at many of our sites. It is important that the successful tenderer can work effectively and efficiently with other vendors / parties to schedule work to minimise downtime as effectively as possible in any changeover.

4.1 Project Management and Delivery Approach

Tenderers must provide a project plan for implementing the new systems and migrating users to the new platform.

The plan must include:

- A description of the project methodology to be used

- A high-level breakdown of tasks, including phasing and timescales for the rollout to Head Office and the local offices
- A high-level Communication Plan
- An outline of the project risks, risk mitigation measures and recovery planning
- A description of the proposed methods and frequency of project reporting

The high-level tasks should include:

- Discovery and requirements gathering
- Detailed design and architecture
- Central system installation
- Network interconnects (CIB WAN / GCN (Government Cloud Network))
- Parallel operation and interoperability of the old and new systems
- Planned approach for the installation of LAN switches, Team Integration/Usage, telephone handsets and cable management at all offices
- Acceptance Testing
- Decommissioning of the existing systems
- User Training
- Removal and secure disposal of old equipment and telephones

4.2 Proposed Resources – Contract Mobilisation

CIB requires that this project be delivered by suitably qualified personnel. Tenderers must set out the team proposed to deliver the services, including qualifications, individual specialist knowledge and relevant expertise. Tenderers must complete the CV template provided for the following roles:

a) Project Manager

The Project Manager will be expected to manage the overall project on behalf of the successful tenderer and to liaise with CIB's Project Manager. The Project Manager should have the authority to assign resources and develop the project charter/plan. The Project Manager will also be responsible for providing regular updates and reports to CIB, the frequency of which will be agreed with CIB.

b) Assigned Technical Resources

Tenderers must set out the team proposed to deliver the services, including qualifications, individual specialist knowledge and relevant expertise.

4.3 User Training

It is required that on-site training be delivered on the new systems to all affected staff. User manuals and online training tools will also be required for any new devices or software, including handsets provided as part of the contract.

Tenderers must describe the training that will be provided to:

- Operator console users at CIB Head Office
- All users of the new phone handsets or software interface
- CIB ICT support staff in relation to the telephony system, LAN switches, Wi-Fi Management, Billing/Usage Platform, support desk procedures and remote monitoring

4.4 Removal and Secure Disposal of Old Equipment and Telephones

It is a project requirement that old equipment (including Switches and Telephones) will be removed from the local offices and disposed of securely. Certification of the secure disposal will be required.

Tenderers must describe how they will remove and securely dispose of old equipment and telephones, ensure lists with serial numbers are provided, and issue WEEE disposal certificates to the Citizens Information Board.

5. Contract Management

TENDERERS MUST RESPOND TO EACH ELEMENT OF THIS SECTION IN DETAIL, CLEARLY IDENTIFYING THEIR OFFER FOR EACH ELEMENT BY COMPLETING THE RELEVANT SECTION IN THE TENDER RESPONSE DOCUMENT.

5.1 Service Level Agreement

It is a requirement that the successful Tenderer can provide a specified level of service.

Offices will be categorised according to the metrics in the table below:

Office Category	Office Definition	Office Locations
Group1	Data Centres x 2, if relevant	Parkwest and Ballycoolin
	CIB Head Office	George's Quay House, Dublin 2
	CIPS Call Centre	Cork City
	MABS Call Centre	Blanchardstown, Dublin 15
Group 2	All other offices	See Master Spreadsheet of Offices – Appendix 8 (issued as a separate document with tender suite)

For all offices, service issues will be prioritised as follows:

Urgency		
High Examples include but are not limited to: • A significant part or all the service cannot be used • Security breach • Calls not transferring to/from the call centre systems • Network Performance degraded to a level that impacts service.	Medium Examples include but are not limited to: • Issues with Network Management Systems • Intermittent call disconnects • Network Performance degraded, but services are functioning. • Access to the Billing and Usage Reporting platform.	Low Examples include but are not limited to: • Call connecting with poor quality audio • Issues with individual IVR, call routing, voice mailbox • Local office Network performance

Priority 1	Priority 2	Priority 3

Response and repair times for the various levels of fault, in each category of office, are detailed in the table below:

Office Category	Priority 1	Priority 2	Priority 3
Group 1	Initial Response within 30 minutes 2 hours Repair / on Site Response (8am to 8pm)	Initial Response within 60 minutes 4 hours Repair / on-site Response (8am to 8pm)	Initial Response within 120 minutes 8 hours Repair / on-site Response (8am to 8pm)
Group 2	Initial Response within 60 minutes Next Business Day Repair or on-site Response	Initial Response within 90 minutes Next Business Day Repair or on-site Response	Initial Response within 120 minutes Next Business Day Repair or on-site Response

Notes:

- 24x7 centralised monitoring of the IPT system, LAN switches and Network Access Control systems is required. Where a Priority 1 outage is detected outside normal business hours, and where a site visit is required to rectify the issue, an engineer must be scheduled to attend on site before the next business day commences.
- All Priority 1 outages must be notified 24x7x365 by text, email or other agreed method to the nominated CIB contact person(s)/Team.
- For reported outages, the Initial Response is completed when the Tenderer has connected remotely (if possible) to the site, has completed preliminary fault diagnosis, has defined the next steps, has scheduled the required actions, and has provided an update to CIB.
- For faults that require a replacement telephone, Tenderers may assume that the telephone can be shipped to the site for next-day delivery and that local office staff will connect the new telephone.

Tenderers must provide details of the service level that they will provide. The proposed service levels must be equivalent to, or exceed, the target levels detailed above.

5.2 Hardware and Software Support and Maintenance

It is required that all hardware remain under manufacturer support for the duration of the contract, and that all software versions be updated to ensure they remain at a supported level. Critical vulnerabilities are updated in line with the manufacturer's directions.

Any new telephones, LAN switches, or related network hardware provided during the contract period must be of equivalent or better standard than the equipment initially provided. Where a change to the equipment is proposed, the new equipment must be approved in advance by the contact person at the Citizens Information Board.

The management of the network must include patching, software and firmware upgrades to ensure that all software levels remain within the manufacturer's guidelines. This relates to all network components, including IPT servers, LAN switches and telephone handsets and softphones. This will be the case whether the updates are required for the addition of features, for software patching or for security purposes.

Tenderers must describe the proposed approach to the management of software and firmware patches and upgrades, including the proposed change management process. Tenderers must provide details of:

- Scheduling of patches and upgrades
- Testing conducted before patches and upgrades are implemented
- Systems in place to allow updates to be rolled back
- Reporting mechanisms for the Citizens Information Board in relation to patches and upgrades
- Methodology for repair or replacement of hardware following a failed patch, software or firmware upgrade

5.3 Moves, Adds and Changes (MACs)

Tenderers must describe their approach to Moves, Adds and Changes during the contract in their response Indicative pricing for these Moves, Adds and Changes is requested below.

5.4 Service Management & Reporting

It is a requirement of the contract that regular reports be provided to the Citizens Information Board. Reports may include, but are not limited to:

- Status reports regarding how current the installed system software is, along with any required patches and upgrades
- System availability and uptime
- Network utilisation
- Summary of Service Performance v SLA
- Details of all faults that were and were not responded to within the parameters of the SLA
- Number of MACs performed
- Alerts
- Service outages/Root Cause Analysis (RCA)

At a minimum, monthly service review meetings with CIB will be required, during which operational-level reports will be discussed. Quarterly strategic service review meetings will also be required.

A secure, online, and accessible billing and reporting system portal that provides near real-time, granular detail on all charges and usage (e.g., per office, region, per phone line, including geographic and local numbers) will be required to enable CIB to reconcile call charges with calls made.

Tenderers must describe how they will provide this online reporting platform under the contract.

5.5 Proposed Resources - Contract Duration

The Citizens Information Board requires that this contract be managed by suitably qualified personnel. Tenderers must set out the team proposed to deliver the service, including their qualifications, individual specialist knowledge and relevant expertise.

Tenderers must complete the CV template provided for the following roles:

a) Account Manager

The Account Manager will be expected to deal with any queries or issues which arise over the lifetime of the contract and should have the appropriate level of authority to do so.

b) Service Delivery Manager

The Service Delivery Manager is expected to manage the full end-to-end support of the overall solution.

c) Assigned Technical Resources

Tenderers must set out the team proposed to deliver the technical and support services, including their qualifications, individual specialist knowledge and relevant expertise.

5.6 On-site Technical Resources

The Citizens Information Board may require network engineers to be present on-site at George's Quay House from time to time as part of a process of ongoing monitoring, maintenance, and upgrading of the system.

Tenderers must complete a CV template for indicative resources that CIB could access at junior, mid- and senior levels. For the purpose of this RFT, the different levels of engineers are defined as follows:

Level	Experience	Qualifications and Skills
Junior-Level Engineer	1 – 3 years' experience	Cisco Certified Network Associate (CCNA) or equivalent level, with expertise in Border Gateway Protocol (BGP) and Open Shortest Path First (OSPF)
Mid-Level Engineer	3 – 7 years' experience	Cisco Certified Network Professional (CCNP) level or equivalent, with expertise in large-scale IP, Wi-Fi, and VOIP networks
Senior-Level Engineer	7+ years' experience	Cisco Certified Internetwork Expert (CCIE) level or equivalent, with expertise in resolving VOIP, LAN, Wi-Fi, NAC, SASE type, WAN issues on large-scale networks

5.7 Disaster Recovery

Tenderers must outline their approach to disaster recovery for the proposed IP Telephony solution. Resources for planning, implementation and reporting must be outlined.

If proposing a solution utilising CIB's data centre, tenderers should be aware that CIB currently undertakes two disaster recovery tests per year. Tenderers must allow for the telephony solution to be included as part of CIB's overall Disaster Recovery testing.

5.8 Exit Strategy

Tenderers must describe how they will support the transition of any proposed solution to another vendor or to the Citizens Information Board, should this be required, upon termination of the contract.

Award Criterion 6 – Sustainability: Environmental and social considerations (250 marks)

Tenderers must:

Describe their approach to sustainability in the context of the requirements and specifications set out in the RFT, providing clear and comprehensive details that demonstrate an understanding of CIB's requirements relating to the following:

- Environmental considerations linked to the services required
- Social considerations linked to the services required

Appendix 2: Pricing Schedule

TENDERERS MUST COMPLETE THE TABLES BELOW IN THE TENDER RESPONSE DOCUMENT (TRD).

Pricing Schedule

Table A

Year of Contract	Fixed Cost, excluding VAT
Year 1	€
Year 2	€
Year 3	€
Year 4	€
Year 5	€
Total Cost of Contract Over 5 years	€

In addition, Tenderers **must** separately provide a detailed breakdown of the annual costs proposed, including costs for circuit type, supply and each annual rental per location (use WAN Circuit Cost Spreadsheet), hardware supply, installation, licensing, project management, and monitoring and management.

NOTE: It should be noted that the cost for Year 6 and 7 will be based on Year 5 cost submitted.

Table B (for information, not scored)

Moves, Adds, Changes	Indicative Cost, excluding VAT
Indicative cost to change an office location	€
Indicative cost to add an office location to the network	€
Indicative cost to make a configuration change	€

Table C (for information, not scored)

On-site Resource	Indicative Cost, excluding VAT
Indicative cost per week for an on-site junior-level network engineer at George's Quay House, Dublin 2	€
Indicative cost per week for an on-site mid-level network engineer at George's Quay House, Dublin 2	€

Indicative cost per week for an on-site senior-level network engineer at George's Quay House, Dublin 2	€
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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: **Citizens Information Board** (the "Contracting Authority")

RE: Request for Tenders for the Supply of **Fully managed solution for all Wide Area Networks (including CPE), IP Telephony, and POE LAN Switches for Citizens Information Board (CIB).**

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 Services Contract, we hereby 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 the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the RFT and the Confidentiality Agreement 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 Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract, 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, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the RFT, 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.

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of **Fully managed solution for all Wide Area Networks (including CPE), IP Telephony, and POE LAN Switches for Citizens Information Board (CIB).**

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender (“the Tender”) submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] (“the Contracting Authority”).
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
 - a. ever 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. ever 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 the law of the state in [Click here and insert name of entity] is established.
 - c. ever 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. ever 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. ever 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. ever 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.
3. [Click here and insert name of entity]:
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
 - b. has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]:
- a. 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).
 - b. 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.
 - c. is not guilty of grave professional misconduct.
 - d. has not entered into agreements with other economic operators aimed at distorting competition.
 - e. is not aware of any conflict of interest due to its participation in the Competition;
 - f. has not had any prior involvement in the preparation of the Competition;
 - g. 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.
 - h. 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) .
 - i. 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.
5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

Declared before me by _____ who is personally known to me

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

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

****Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)***

Citizens Information Board

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of **Fully managed solution for all Wide Area Networks (including CPE), IP Telephony, and POE LAN Switches for Citizens Information Board (CIB).**

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20[YEAR] BETWEEN:

Citizens Information Board, of George's Quay House, 43 Townsend Street, Dublin 2, D02VK65 ("the Client");

and

[Contractor's full legal name], of [address] ("the Contractor")

(each a "Party" and together "the Parties").

WHEREAS:

- A. By Request for Tender entitled **"Fully managed solution for all Wide Area Networks (including CPE), IP Telephony, and POE LAN Switches for CIB"** advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] dated insert date of RFT ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The RFT;
 - iii. The Submission.
2. The Contractor agrees to provide the Services described in Schedule B ("the Services") to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("the Specification").
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client's Contact is **David Dunne, ICT Manager** of **George's Quay House, 43 Townsend Street, Dublin 2, D02VK65**; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].
5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

The Client reserves the right to extend the Term for a period or periods of up to **24 months** with a maximum of **one (1)** such extensions permitted subject to its obligations at law
6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client _____ (being a duly authorised officer) PRINT NAME:	SIGNED for and on behalf of the Contractor _____ PRINT NAME:
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and 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) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.
- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the

exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement (“OGP”) and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the “TUPE Regulations”) and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.
- I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
 - i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
 - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
 - iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
 - iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission (“Key Personnel”), assigned by it to provide the Services shall be

available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3. PAYMENT

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
 - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 - 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 - 4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money

recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 - 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 - 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
 - 8. *Not Used*
 - 9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and

10. the Client shall be under no obligation to purchase any minimum number or value of Services.

- B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed **25 percent** of the Charges paid or projected to be paid (whichever is higher) under this Agreement regardless of the number of claims.
- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:
- The Retention Amount shall not at any given time exceed **25 per cent** of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.
- G. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

6. INTELLECTUAL PROPERTY

- A. Intellectual Property Rights (“IPR”) means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor’s standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively “the Materials”) (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.
- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client’s Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise

by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

- (i) procure the necessary rights for the Client to continue use;
- (ii) replace the relevant deliverable with a non-infringing equivalent;
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
- (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.

H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-

- 1. its professional advisers subject to the provisions of this clause 7; or
- 2. as may be required by law; or
- 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
- 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 7 will not apply to any Confidential Information:

- 1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
- 2. which is or becomes public knowledge other than by breach of this clause; or

3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.
- D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

- C. If the Force Majeure Event continues for **14 calendar days** either Party may terminate at **14 days notice**.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving **six (6) months** written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving **six (6) months** written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 - 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 - 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 - 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 - 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:
 - i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;
 - ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as

amended by EU Regulation 2022/576 or any subsequent amendments to same).

- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E. If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

- A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Contractor agrees to:
 - 1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
 - 2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
 - 3. comply with all reasonable directions of the Client; and
 - 4. comply with the service levels and performance indicators set out in Schedule D.
- C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to **Elsa Flanagan, Head of Division** within the Client respectively.

- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

- A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. All notices shall be deemed to have been served as follows:
 - 1. if personally delivered, at the time of delivery;
 - 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 - 3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. SEVERABILITY

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

17. WAIVER

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

18. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

19. MEDIA

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The

Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.
- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

- A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

22. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The

Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.

- C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
 - i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON SOLICITATION

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.

- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

A. In this Agreement the following terms shall have the meanings respectively ascribed to them:
"Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

"Data Subject" has the meaning given under the Data Protection Laws;

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-
 - (1) process that Personal Data only on the written instructions of the Client;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data

and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
 - (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

Not Used

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The **Citizens Information Board of George's Quay House, 43 Townsend Street, Dublin 2** (hereinafter "the Contracting Authority") of the one part;

and

[Contractor's legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called "the Contractor") of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the "RFT") the Contracting Authority invited tenders ("Tenders") for the provision of the **Goods/Services** described in Appendix 1 to the RFT (the "**Goods**" "**Services**") ("the Competition"). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) ("the Contract"), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of **Goods/Services** under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any

guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:

- i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
- ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

- i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Contractor without access to or use of the Confidential Information; or
- iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a

certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11.
 - A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
 - “Data Controller” has the meaning given under the Data Protection Laws;
 - “Data Processor” has the meaning given under the Data Protection Laws;
 - “Data Subject” has the meaning given under the Data Protection Laws;
 - “Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
 - “Personal Data” has the meaning given under Data Protection Laws;
 - “Processing” has the meaning given under the Data Protection Laws;
 - B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
 - C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
 - D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-
 - (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include,

- where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic

communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.
- N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority (being a duly authorised officer) PRINT NAME:	SIGNED for and on behalf of the Contractor PRINT NAME:
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

End of Document