Asiera

Formerly known as HEAnet & EduCampus

Call for Tender (CFT) to establish a Framework agreement

for

Schools Customer Premise Equipment, Support and Associated Services

17th November 2026

Tender procedure

Open Procedure

Tender response deadline

18th December 2026 at 14:00 Irish time

Tender query deadline

1st December 2026 at 14:00 Irish time

Return all documents via Electronic post-box:

www.etenders.gov.ie

ALL queries MUST be submitted via eTenders only

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Part 1: Introduction

Effective 01 Jan 2026, HEAnet and its subsidiary EduCampus merged under the name of Asiera – Advancing Services for Irish Education, Research and Academia. Further information can be found at: Asiera - Advancing Services for Irish Education, Research and Academia

1. We the Contracting Authority, hereafter referred to as Asiera, wish to establish a Framework agreement for the provision of the services as described in **Appendix 1** to this CFT.

2. Asiera invites tenders to this Call for Tenders (CFT) from economic operators (Tenderers). This CFT has been advertised in the Official Journal of The European Union and in the Irish Government Procurement Opportunity portal www.etenders.gov.ie

3. Asiera is Asiera CLG of 3rd Floor, North Dock 2, 93/94 North Wall Quay, Dublin 1, D01 V8Y6, (A company limited by guarantee, not having a share capital) Registered in Ireland, no 275301 | CHY No.: 12414 | CRA Registration No.: 20036270

4. Asiera is Ireland's National Education and Research Network, delivering high-speed internet connectivity and ICT shared services to all levels of the Irish education sector. Encompassing approximately 210,000 students & staff (third level) and approximately 900,000 students & staff (first and second level), Asiera connects these Irish learners and researchers to the Internet, online educational resources, and to fellow national educational and research networks (NRENs) in Europe, the USA and the rest of the world. That's over one million students, researchers and staff relying on our national education network every day.

5. Asiera, given its constitution and the nature of its Asiera Institutions, relies to a significant extent on public funding from Asiera Institutions, and direct Exchequer funding. Asiera, accordingly, is subject to EU public procurement rules.

6. In summary, the purpose of this framework agreement is to allow Asiera to purchase Firewall devices, Management System, Support, Professional Services and Associated services. It is intended to be set up as a Single supplier Framework Agreement, established with one economic operator. Therefore, that economic operator will be entitled to be considered for all contracts within the scope of the framework.

7. The maximum value excluding VAT over the duration of the Framework (including all extensions) is as per 2.1.3 of the Contract Notice. It is emphasised, however, there is no guarantee that expenditure will reach this level.

8. This public procurement competition will be conducted in accordance with the Open procedure under the 2014/24/EU Directive.

9. This framework is being put in place for use by Asiera. The term of the agreement is for four (4) years.

Part 2: Instructions to Tenderers

2.1 Important Notices

Asiera does not bind itself to accept the lowest prices or any tender. This CFT does not constitute an offer or commitment to enter into a services contract.

No contractual rights in relation to Asiera will exist unless and until a formal written Services Contract has been executed by or on behalf of Asiera.

Any notification of preferred bidder status by Asiera shall not give rise to any enforceable rights by the Tenderer.

Asiera may cancel this Competition, or any individual lot at any time prior to a formal written Services Contract being executed by or on behalf of Asiera.

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

In this clause, 2.1, 'Data Protection Law's 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 95/45/EC (the 'General Data Protection Regulation'), and any guidelines and codes of practice issued by the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland from time to time.

Asiera 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 CFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement at **Appendix 3** 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, Asiera , the Evaluation team and the supplier of the www.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 Asiera for the purposes of its participation in this Competition.

2.2 Compliant Tenderers

If a Tenderer fails to comply in any respect with the requirements of this clause 2.2, Asiera 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 Asiera's view, is non-material or procedural.

Tenderers are required:

i. To submit all documentation which this CFT requires, as set out in clause 2.16 Response Requirements;
ii. Not to alter or edit this CFT in any way;
iii. To follow the format of this CFT and respond to each element in the order as set out in this CFT;
iv. To return with their Tender, a signed copy of the Tenderer's Statement as set out in **Appendix 3**.

Failure to comply will render the Tender non-compliant and it will be rejected.

2.3 Framework Agreement and Services Contract

Tenderers should note and comply with the terms and conditions of the **Framework Agreement** and **Services Contract** at **Appendices 5** and **6** to this CFT.

The term of service contract(s) shall be as agreed between the parties but shall not in any event exceed five (5) years including extensions. To clarify, this does not mean services contracts will be for five (5) years, rather, the maximum possible length is five (5) years which takes into account any extensions.

Refer to section 2.8 Pricing for details on payment details.

Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement and Services Contract by signing the Tenderer's statement at **Appendix 3**. Tenderers may not amend the Framework Agreement or Services Contract.

Consortia

Where a group of undertakings come together to submit a tender in response to this CFT, Asiera will deal with all matters relating to this competition through a single nominated entity authorised to represent all members of the group.

2.4 Tender Submission Requirements

Tenders must be submitted via the electronic post-box available on www.etenders.gov.ie. Only tenders submitted to the electronic post-box will be accepted. It is the responsibility of the Tenderer to use the postbox correctly, which includes taking responsibility for upload of documents. Please refer all postbox submission queries directly to eTenders. Tenderers must ensure they give themselves enough time to upload and submit all required under tender documentation before the Tender deadline stated on the front page.

Tender responses shall be submitted on or before the time indicated on the CFT front page;

- Tenders must be submitted in English;
- Tenderers are limited to submitting one tender in its own capacity;
- Tenderers must not embed documents in their response. Where a document is embedded Asiera will disregard this element in their bid;
- Tenderers must not embed any URLs in their response. Where URLs have been embedded Asiera will not give any consideration to that element of the tender. Where a permanent URL is used, for example to current service terms, this may be provided. A copy of the current services terms must be included in your response document bundle;
- Where a max. word count has been exceeded Asiera will not give any consideration to any element of the tender exceeding a specified word count;
- Tenderers must include their response(s) in the response boxes in Appendix1A. If tenderers do not use the response boxes Asiera will not give any consideration to any element of the response.
- Tenderers must ensure that electronic documents are not corrupt;

- Any services, products or licences that are outlined in your qualitative response should be costed accordingly.
- Tenderers must not submit texts that are generated by AI e.g. ChatGPT.
- Tenderers are expected to be compliant with all statutory requirements, for example, Disability Act 2005.

If the CFT is altered or edited in any way, the subsequent Tender may be deemed non-compliant and may be rejected.

2.5 Queries and Clarifications

All queries relating to any aspect of this CFT must be directed via eTenders. Queries will be accepted no later than the time indicated on the front page.

Asiera reserves the right to issue or seek clarifications.

Asiera may at any time, update or amend the information contained in this document and/or extend the tender deadline. Participating tenderers will be informed of any such amendment or extension through the eTenders website.

All information relating to this tender including documentation, clarifications and changes, will be published on the eTenders website.

2.6 Tendering costs

All costs and expenses incurred by tenderers relating to their participation in this competition including, but not limited to, site visits, field trials, demonstrations and/or presentations shall be borne by the Tenderer exclusively.

2.7 Confidentiality

All information contained in this document is given on the basis of strict confidentiality and must not be disclosed to any other party without prior consent and authority in writing of Asiera. Tenderers shall not use any of the information for any purpose other than for the purposes of submitting (or deciding whether to submit) a tender.

2.8 Pricing

All tenderers must complete the *Appendix2A_ResponsePricing_Schools_CPE.xlsx* as referenced in **Appendix 2** of this CFT and set out as a separate document. All prices quoted must be all-inclusive i.e., the price quoted is to include any and all costs the tenderer feels may be necessary to carry out the requirements of the tender, **including the below pricing rules and payment terms.** Percentage discounts offered must cater for new products and upgrades. This also applies to associated licenses, subscriptions and support services.

All prices are to be in Euro, and exclusive of VAT. The VAT rate, where applicable, should be indicated separately.

All currency variations occurring over the term of the Services Contract(s) shall be borne by the Tenderer.

Pricing Rules:

- Tab: **1.Pricing Table** (Basket of Goods) comprises:
    - Tab: **Equipment_MM**: Equipment and Management & Monitoring System
        - Hardware, for any contracts taken out in Year 1 of the Framework, price is fixed. In Year 2 of the framework onwards it will be list price less % discount
        - Licencing and Support, for any contracts taken out in Year 1 of the Framework, price is fixed for licencing and support for 3 years. For any contracts taken out from Year 2 onwards of the framework it will be list price less % discount stated for 3 and 5 years
    - Tab: **Install and Migration**
        - Price is fixed in Year 1 of the Framework.
    - Tab: **Training**
        - Maximum pricing, for the duration of the Framework
- Tab: **2.Option Core Firewall**:
    - Hardware: for any contracts taken out in Year 1 of the Framework the price provided is fixed. In Year 2 of the Framework onwards it will be list price less % discount.
    - Licencing and Support: for any contracts taken out in Year 1 of the Framework, price is fixed for licencing and support for 3 years. For any contracts taken out from

Year 2 of the framework onwards, it will be list price less % discount stated for 3 and 5 years.

- Tab: **3.Option B, D, E:**
    - Hardware: for any contracts taken out in Year 1 of the Framework the price is fixed. In Year 2 of the Framework onwards it will be list price less % discount.
    - Licencing and Support: for any contracts taken out in Year 1 of the Framework, price is fixed for licencing and support for 3 years. For any contracts taken out from Year 2 onwards of the framework it will be list price less % discount stated for 3 and 5 years.

- Tab: **4.Professional Services**:
    - Maximum pricing, for the duration of the Framework.
- Tab: **Additional Services A to E:**
    - % discount for the duration of the Framework.

Payment Terms

To confirm, Asiera will pay:

- Licensing and Support: annually in advance regardless of the contract term
- Hardware: in advance
- Install and Migration: monthly regardless of the contract term. Subject to Relevant Contract Tax (RCT), as per 2.16 below,- invoices must exclude VAT and state 'VAT on this supply to be accounted for by the contracting authority'
- Training, professional services: as it arises during the contract

For example, for illustrative purposes only, if a contract is for three (3) years for hardware, licensing and support, training and install and migration, the payment structure is as follows:

- **Year 1:**
    - payment in advance for hardware
    - annual payment in advance for licencing and support for year 1
    - payment for training as it arises during year 1
    - monthly payment in arrears for install and migration costs – costs to be invoiced monthly and must be pre-agreed before the final invoice is issued

- **Year 2:**
    - payment for licensing and support for year 2
    - monthly payment in arrears for install and migration costs, if still applicable in year 2 – costs to be invoiced monthly and must be pre-agreed before the final invoice is issued
    - payment for training as it arises during year 2
- Year 3:
    - payment for licensing and support for year 3
    - monthly payment in arrears for install and migration costs, if still applicable in year 3 – costs to be invoiced monthly and must be pre-agreed before the final invoice is issued
    - payment for training as it arises during year 3

2.9 Freedom of Information

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.

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 such information and specify the reasons for its confidentiality or commercial sensitivity. 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. Asiera will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making a decision on a request received. Asiera 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.

2.10 Tax Clearance

The Tenderer shall comply with all applicable EU and domestic taxation laws and requirements.

Prior to the award of any Contract, the Tenderer shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority or any Framework Client. By supplying these numbers, the Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Where relevant, the provisions of this paragraph apply equally to Subcontractors.

2.11 Environmental, Social and Labour Law

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 their 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 internal, environmental, social and labour law.

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.

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 Asiera 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. Asiera 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 Consortia and prime/sub-contractors

Where a group of undertakings come together to submit a Tender in response to this CFT, Asiera 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 at **Appendix 4**. The single nominated entity must be clearly identified.

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

2.13 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 Asiera as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, Asiera may invite Tenderers to propose means by which the conflict of interest might be removed. Asiera 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 Service Contract entered into by a Tenderer.

2.14 Withdrawal from this competition

Tenderers are required to notify Asiera immediately via the eTenders website if they decide to withdraw from the competition.

2.15 Relevant Contracts Tax

Relevant Contracts Tax pursuant to Sections 530A to 530V of the Taxes Consolidation Act 1997 will apply to costs associated with the installation, setup, configuration and migration of CPE at school sites. Invoices for these costs must be issued excluding VAT and state 'VAT on this supply to be accounted for by the contracting authority.

2.16 Response requirements

Tender Submission Summary	Action for tenderer
Appendix: **1A. Requirements and Specifications**	1. Submit response in the document provided: **Appendix1A_Response_Requirements_Schools_CPE.docx** Tenderers must include their response(s) in the response boxes. If tenderers do not use the response boxes Asiera will not give any consideration to any element of the response.

1B. Service Levels **1C. Technical and Professional Ability** **1D. Power Consumption** **1E. Mandatory Requirements**	2. Submit response in the document provided: **Appendix1B_ServiceLevels_Schools_CPE.docx** • Tables: 2, 4, 6 and 8 • Section 3.5 Remedies • Submit a copy of your current SLA(s) 3. Submit a response in the document provided: **Appendix1C_Response_SelectionCriteria_Schools_CPE.docx** 4. Submit a response in the document provided: **Appendix1D_CriterionL1_Power Consumption** 5. Submit a response in the document provided: **Appendix1E_MR_TechnicalEquipment.xlsx**
Appendix: **2A. Response Pricing**	Submit response in the document provided: **Appendix2A_ResponsePricing_Schools_CPE.xlsx**
Appendix 3: **Tenderer Statement**	Sign document. Return soft copy via eTenders.
Appendix 4: **EU Declaration Form**	Complete & Sign in the document. Return soft copy via eTenders. *OR* ***Tenderers may also satisfy the Economic and Financial Standing Criteria by submitting a European Single Procurement Document (ESPD) completed in accordance with EU Regulation 2016/7.***
Appendix 5: **Framework Agreement**	This is the Framework Agreement that will be put in place. **Appendix5_Framework_Agreement_Schools_CPE.pdf** Read. No further action required. Note: this is non-negotiable.
Appendix 6: **Services Contract**	This is the Services Contract that will be put in place. **Schedule4_ServicesContract_Schools_CPE.pdf** Read. No further action required. Note: this is non-negotiable.
Further Information	This gives further information on school sites and CPE configuration: **FurtherInformation.xlsx**

Part 3: Selection, Mandatory Requirements and Award Criteria

The requirements set out in this Section 3 are divided into:

- Selection Criteria and MRs: Mandatory Requirements (pass/fail, knockouts); and
- Awarding Criteria (scored based on the quality of response).

3.1 Selection Criteria

Tenderers will either pass or fail each of the selection criteria in this part.

If one or more of the selection criteria achieves a fail, the tenderer will be excluded from participating in this competition.

Only those demonstrating that they have the required level in each of the selection criteria below will have their tender considered.

In order to demonstrate their eligibility, tenderers are required to satisfy all of the following requirements:

3.1.1 Economic and Financial Standing

i. Article 57 Declaration

Tenderers must complete and sign the EU Declaration Form in **Appendix 4 (1)** confirming if any of the situations listed in Article 57 of the Public Sector Directive 2014/24/EU and Reg 57 of S.I. 284 of 2016 applies to the tenderer. Tenderers may be excluded from participation based on the responses made in the declaration.

ii. Statutory Obligations Declaration

Tenderers must complete and sign the Statutory Obligations Declaration Form in **Appendix 4 (2)** Tenderers may be excluded from participation based on the responses made in the declaration.

iii. Tax Clearance Certificate - Self Declaration

Tenderers must confirm and declare by way of **Appendix 4 (3)**, that they have a current and valid Tax Clearance certificate in place and that their tax affairs are in order.

The Contracting Authority can verify your tax clearance status through Revenue's online facility at http://www.revenue.ie/en/online/etax-clearance-faqs.html.

Tenderers must confirm by way of **Appendix 4 (3):**

- They grant the Contracting Authority permission to verify your tax cleared position online;
- Their Registration Number *(as shown in your Tax Clearance Cert.)* ***Or*** Your Tax Clearance Access Number;

- Their Certificate Number *(as shown in your Tax Clearance Cert.)* ***Or*** Tax Reference Number.

OR

- confirm that they have applied for a Tax Clearance Certificate which will be made available on request.

iv. Turnover

Turnover – Self Declaration

Tenderers must confirm by way of **Appendix 4 (3)**:

- Confirmation that the tendering party turnover exceeded €1,000,000 during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least six (6) months;
- That they will provide evidence of turnover and other financial information promptly on request at any time prior to the award decision being made.

v. Bank Details

Tenderers must submit statement confirming that your company holds a bank account and that you are presently in good standing with your bank.

Bank Details – Self Declaration

Tenderers must confirm by way of **Appendix 4 (3)**:

- that the company holds a bank account and that we are presently in good standing with our bank;
- confirm that I will submit bank details (bank name and branch, and details of main contact) on request at any time prior to the award decision being made.

vi. Insurances

Tenderers must submit statement confirming that your company has the following insurances in place:

Type of Insurance	**Indemnity limit**
Employer's liability	€12.7 million
Public liability	€6.5 million
Professional indemnity	€1 million
Product liability	€6.5 million
Cyber Insurance (including loss of data)	€2.5 million

OR

Must submit a statement confirming that should you be awarded the contract, you are willing and able to raise your insurance cover to these levels (in cases where the existing cover levels are lower) and that you will maintain these levels for the duration of the contract.

NOTE: *Tenderers may also satisfy the Economic and Financial Standing Criteria by submitting a European Single Procurement Document (ESPD) completed in accordance with EU Regulation 2016/7.* If a tenderer proposes to use or rely on the financial resources of entities or undertakings with which it is directly or indirectly linked, whatever the legal nature of these links may be then it must establish that it shall have available to them the financial resources of those entities or undertakings which are necessary for the performance of the contract.

Only tenderers meeting the above criteria will be considered for inclusion in the award process.

3.1.2 Technical and Professional Ability

Tenderers must declare by way of Appendix 3 that they satisfy the technical and professional requirements set out below and that they provide supporting documentation via eTenders as specified below:

a) Tenderers must complete *Appendix1C_Response_SelectionCriteria_School_CPE.docx* detailing the successful delivery of at least two (2) contracts of a similar nature and scope with at least one in the education sector. Details should include

- a description of the contract in question,
- the value of the contract,
- the precise services supplied
- how the contract is managed.

b) Tenderers must complete *Appendix1C_Response_SelectionCriteria_School_CPE.docx* detailing two (2) customers, at least one in the education sector, that may be contacted on a confidential basis in relation to these contracts to confirm satisfactory delivery of the contract. Details must include

- names
- emails/telephone numbers.

Asiera will only contact any or all referees with prior notice given to the Supplier. The information provided will be treated in the strictest confidence.

c) The contracting Authority requires tenderers to confirm via *Appendix1C_Response_SelectionCriteria_School_CPE.docx* that staff possess an adequate level of English language fluency for the support and delivery of the required services. For each non-native speaker who will be part of the service delivery of the services the following must be submitted:

- A certificate under the Common European Framework of Reference for Languages at level C2 Mastery or Proficiency or equivalent.

d) Tenderers must be available to attend on-site meetings within seven (7) working hours' notice at any of the participating institutions (i.e., requests placed at 2pm, should lead to onsite presence by 1pm the following day). Tenderers to confirm via *Appendix1C_Response_SelectionCriteria_School_CPE.docx*

e) Tenderers must confirm they hold one of the two highest tiers of partner accreditation or certification available under the relevant Original Equipment Manufacturer (OEM) partner programme for the products and solutions being proposed.

This accreditation must be current and valid at the time of tender deadline and must demonstrate that the tenderer has achieved one of the two highest levels of technical competence, expertise and support capability recognised by the OEM.

Tenderer to confirm the above via:

Appendix1C_Response_SelectionCriteria_School_CPE.docx and submit proof of their accreditation from the OEM via eTenders.

Only Tenderers meeting the above criteria will be considered for inclusion in the award process.

3.1.3 General Data Processing Regulation Compliance

Tenderers must be compliant with Irish and EU laws in relation to the processing of data.

Data is to be hosted in the EU/EEA or in a country with an adequacy decision from the European Commission.

Tenderers must state the country and confirm via eTenders.

Only tenderers meeting the above criteria will be considered for inclusion in the award process.

3.2 Mandatory Requirements

There are sixty four (64) Mandatory Requirements (MR) based on the technical solution and are detailed in *Appendix1E_MR_TechnicalEquipment.xlsx.*

The appointed Tenderer will be required to meet all Mandatory Requirements ''Technical Equipment'', therefore these requirements are of a "Pass/Fail" nature.

Tenderers must confirm they meet all MRs in *Appendix1E_MR_TechnicalEquipment.xlsx.*

Where the Tenderer cannot confirm that they meet all requirements under the MRs their tender is rejected and the Tenderer shall be excluded from further participation in the Competition.

Where a Tenderer is assessed as passing all requirements under the mandatory requirements, the Awarding Criteria will be evaluated and scored.

3.3 Award Criteria

This competition is for a Single Supplier, Single Lot Framework Agreement, established with one economic operator. For interoperability reasons it is not possible to split this competition into separate lots.

The Framework Agreement will be awarded based on the most economically advantageous tender as identified in accordance with the following criteria below:

Award Criteria	Framework %	Marks Available	Minimum Marks
A: Proposed Hardware	5%	500	200
B: Proposed Operating System	6%	600	240
C: Scaling and Integration	7%	700	280
D: Investment Protection	6%	600	240
E: Firewall Features	7%	700	280
F: Management and Monitoring	7%	700	280
G: Migration	8%	800	320
H: Training	4%	400	160
I: Troubleshooting Tools	5%	500	200
J: Future Proofing CPE	5%	500	200
K: Professional Services and Support	**5%**	**500**	**200**
K1: Professional Services	*2.5%*	*250*	
K2: Support	*2.5%*	*250*	
L: Environmental Impact	**5%**	**500**	n/a
L1: Power Consumption	*2%*	*200*	
L2: Sustainability Measures	*3%*	*300*	
M: Cost	**30%**	**3000**	n/a
M1: Pricing Table: Basket of Goods	*75%*	*2250*	
M2: Optional Core Firewall	*13%*	*390*	
M3: Option B, D, E	*7%*	*210*	
M4: Professional Services	*5%*	*150*	

Minimum Rule: In order to ensure high quality solutions, Tenderers must achieve a minimum score of 40% of the maximum available marks for each criterion as set out in the table above. If the Tenderer fails to achieve the requisite minimum score of 40% for any one criterion, then the Tenderer's proposal will be rejected, and the Tenderer shall be excluded from further participation in the Competition.

Note: minimum rule only applies to Criterion A to K.

For Criterion A to K:

Tenderers will be evaluated on how they will meet or exceed the qualitative criterion described in the attached document called *Appendix1A_Response_Requirements_Schools_CPE.docx* based on the details in **Appendix 1** using the evaluation methodology detailed below.

In addition, for Criterion K2:

Tenderers will also be evaluated on how they will meet or exceed the service level standards described in the attached document called *Appendix1B_ServiceLevels_Schools_CPE.docx*

For Criterion L1:

Marks for the Power Consumption sub criterion will be allocated using the following formula:

$$\frac{\text{Lowest tendered total power consumption}}{\text{Total power consumption under evalutation}} \times \text{Maximum number of marks available}$$

For Criterion L2:

Tenderers will be evaluated on the scope, level of detail and verifiability of the measures proposed using the evaluation methodology detailed below.

For Criterion M:

Marks for each of the 4 elements of the Cost Evaluation will be allocated using the following formula:

$$\frac{\text{Lowest tendered total cost}}{\text{Total cost under evaluation}} \times \text{Maximum number of marks available}$$

Refer to 2.8 Pricing.

For each of the <u>non-formula criteria</u> stated above, criteria A- K, the following evaluation methodology will be applied:

<u>Stage 1</u>: The tender evaluation panel will determine into which of the following five bands the response falls. The available marks for each criterion are divided evenly amongst bands 1-5.

Stage 2: The tender evaluation panel will assign a mark within the selected band depending on the quality of the response.

Tenderer should ensure that in their responses they provide detailed information in respect of all aspects of the award criteria as stated above. This will enable the evaluation team to assess fully the extent of their offering.

Marking Methodology	
Band	**Meaning**
5 (80-100%)	Excellent response providing comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
4 (60-79%)	A very good response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.
3 (40-59%)	A satisfactory response which demonstrates a reasonable 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 (20-39%)	A response where reservations exist. Lacks full credibility or convincing detail, and there is a significant risk that the response will not be successful.
1 (1-19%)	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.

In the event that two or more Tenders are deemed to have the same highest Total Overall Score, the following tie-break approach will be adopted.

a) The Tender which has been awarded the highest number of marks for the overall Qualitative Award Criteria will be deemed to be the Most Economically Advantageous Tender (MEAT).

b) In the event of the application of the above rule not resulting in the determination of a preferred MEAT, the following approach will be applied; the Tender that has been awarded the highest number of the total marks available for the first criterion, set out in the list below, will be deemed to be the MEAT. This approach will continue to be applied to each of the criteria in the descending order listed below until a preferred MEAT can be determined.

    1) Criterion G: Migration
    2) Criterion F: Management and Monitoring
    3) Criterion E: Firewall Features

In the event that no winning Tenderer can be established having examined the results for each criterion, then the result will be determined by the drawing of lots.

3.4 Standstill period

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 (the Standstill Period). The preferred bidder will be notified of the decision and of the expiry date of the standstill period.

3.5 Return of signed Frameworks

The successful tenderer must sign and return the framework agreement to Asiera no later than fourteen (14) calendar days from the date of expiry of the standstill period unless notified otherwise in writing by Asiera.

Where the signed framework agreement has not been received by Asiera within the period as specified above then Asiera may proceed to award the Framework Agreement to the next highest-ranked tenderer.

3.6 Awards under the Framework

There is no guarantee of call-off contracts under the framework. The appointment of successful tenderers to the framework does not constitute a commitment or a guarantee from the Contracting Authority/Framework Purchaser to enter into any contract with that tenderer or any framework operator and does not confer any exclusivity on them. In the event that the Contracting Authority/Framework Purchaser wishes to award a call-off contract, it will do so in line with the provisions of the framework agreement.

Appendix 1: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the CFT and submit a detailed description, in the document titled ***Appendix1A_Response_Requirements_Schools_CPE.docx,*** which demonstrates how these issues and requirements will be met and their approach to the proposed delivery of the services.

Tenderers must provide two support packages namely:

a. Support 24/7
b. Monday to Friday 09:00 to 17:00 Support

The support details can be found in the document titled ***Appendix1B_ServiceLevels_Schools_CPE.docx***

Tenderers must provide supporting documentation, in the document titled ***Appendix1C_Response_SelectionCriteria_School_CPE.docx,*** to satisfy the technical and professional requirements outlined in 3.1.2 and 3.1.3 in this document.

Tenderers must provide information, in the document titled ***Appendix1D_CriterionL1_Power Consumption.xlsx,*** to satisfy our Power Consumption sub criterion under Award Criteria L.

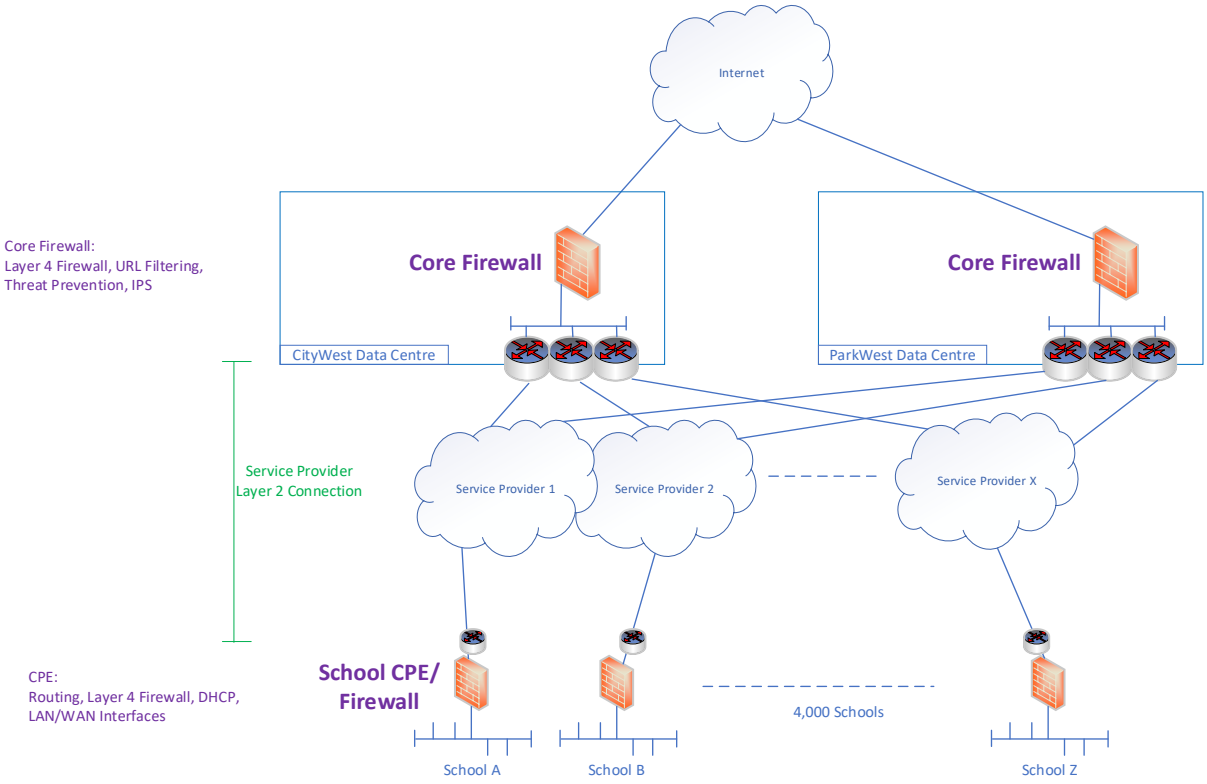
Tenderers must provide information, in the document titled ***Appendix1E_MR_TechnicalEquipment.xlsx***, to satisfy the mandatory requirements as outlined in 3.2 in this document.

1. Overview

The Schools Network connects all primary and post-primary schools in Ireland to the Internet, serving the needs of over 900,000 students and teachers across 4,000 schools every day.

The Schools Network consists of two main groupings, the Primary Schools Network and the Secondary Schools Network.

Our current model is a centralised design whereby Asiera have two primary sites which provides a fault tolerant connection to the Internet. In these two sites two Core Firewalls provide Layer 4 Firewalling Services, Content Filtering, Secure DNS filtering, Intrusion Protection and Sandboxing Services for Schools. Each school is connected to the two Core sites by a number of different Service Providers which provide Layer 2 Services from each school. The majority of schools have one broadband connection with a small number of schools with two connections. The diagram below provides a high level view of the current setup of the Schools Network.



Schools CPE consist of Juniper SRX240 and SRX300. Our Core Firewalls are Palo Alto 7080 Chassis.

2. Scope

The objective of this framework is to find a suitable partner to replace both CPE and Core Firewall services so that the Schools network can grow and evolve over the next 5 years. We are looking for a single supplier to meet our needs for both Core and CPE firewalling.

The scope includes equipment, installation, licensing, support, testing, migration, provisioning/orchestration and training for Asiera staff.

We expect, **subject to funding**, to replace the existing Juniper SRX240 **CPE**/Firewall that are currently deployed in the Secondary Schools and have reached End of Life. If possible, all devices proposed should be from the same family as the proposed platform.

The existing Juniper SRX240 devices have been in situ since 2012. We are trying to maximise the lifespan of the new equipment therefore it is expected that the manufacturer will update software for at least 6 years from the date of purchase. The replacement of SRX240 devices is expected to occur over 2026/ 2027, subject to funding.

Over the lifetime of this framework, subject to funding, we may:

- replace our existing Palo Alto 7080 **Core Firewalls** including licensing and support
- purchase additional CPE/Firewalls as schools connectivity speeds increase
- purchase CPE devices and ongoing support.
- purchase replacement and installation for additional CPE/firewalls in schools
- purchase licencing and support
- purchase training/professional services

Heretofore we will refer to the requirement in School sites as **CPE.** However, it is a requirement that the device in question also provides Firewalling services.

The requirements are described in this Appendix.

Summary of Requirements:

Scope of Device Requirements		
Call off Contracts (maybe required)		
Option	**Number of Units**	**Details**
A	N/A	At least **1Gbps** Throughput At least 8 x 1G Interfaces, 2 of which must be WAN ports.
B	N/A	At least **2Gbps** Throughput At least 8 x 1G Interfaces, 2 of which must be WAN ports.
C	N/A	At least **5Gbps** Throughput At least 2 x 10G Interfaces At least 8 x 1G Interfaces, 2 of which must be WAN ports.
D	N/A	At least **10Gbps** Throughput At least 2 x 10G Interfaces, 1 of which must be WAN ports. At least 8 x 1G Interfaces, 2 of which must be WAN ports.
E	N/A	Fanless device At least 800Mbps Throughput At least 7 x 1G Interfaces, 2 of which must be WAN ports.
Core Firewall	N/A	At least **400Gbps** Throughput. At least 2 x 100G Interfaces on each chassis.

The throughput of the proposed firewalls for options A-E should be a symmetrical figure for a firewall with “application visibility” firewall. For example, for option A we require a throughput of 1Gbps up AND down with application visibility enabled.

High-capacity persistent onboard logging is not required for CPE devices, as centralised logging is expected to be used, particularly for detailed NetFlow traffic logging. The proposed CPE devices must provide sufficient local storage to accommodate a backup software image and at least one day's worth of basic operational and diagnostic logs.

For the core firewall the throughput figure should be measured against a firewall utilising the same services that are currently enabled in the Schools Network. Therefore, the 400Gbps should be measured with an application aware firewall, with Content filtering, Intrusion Prevention and Sandboxing enabled. For the purposes of explanation the licenses currently enabled on the current core firewall are Palo Alto’s “Advanced URL Filtering”, “Threat Prevention” and “Advanced Wildfire”. Suppliers should provide similar services proposed for their own solution.

If necessary for the Core Firewall, the throughput can be achieved through load sharing across multiple hardware platforms. It can be assumed that the existing routing infrastructure in place in Asiera can be used to perform the load balancing using Equal Cost Multi-Path (ECMP) load balancing on Asiera routers.

3. Current Infrastructure

Current CPE

Each Secondary School has one Juniper SRX240 or SRX240H2 device installed which provides connectivity back to the core Asiera Schools infrastructure. The current CPE devices provide the following functionality, which must be matched for the new platform:

- At least 2 LAN ports
- At least 2 WAN ports
- Layer 4 session based firewalling
- Zone based firewalling
- DHCP services to LAN interfaces

A sample configuration of the CPE device is provided in section FurtherInformation.xlsx. It is a requirement of the tenderer to migrate the configuration to the new platform.

Initially it is not expected that Next Generation Firewalling services will be deployed to the CPE devices. However, over the lifetime of the project it is possible that these features can be added. Tenderers should provide the cost of providing these features as part of the proposal in sectionAppendix2A_ResponsePricing_Schools_CPE of the tender pack . It should be understood that as Asiera do not have access to end devices many of the standard threat prevention technologies used on Next Generation Firewalls will not be suitable to our needs. Tenderers should only offer solutions that are suitable to our needs.

Current Core Firewall

All Schools services are currently connected back to a large, centralised firewall in the core site. These Core Firewalls operate in an active/standby fashion with one firewall in operation at any one time. The existing Core Firewalls are Pala Alto 7080 Chassis offering approximately 300 Gbps throughput providing the following features:

- 100G LACP Interfaces to accommodate current throughput of approximately 220 Gbps
- Layer 4 session-based firewalling
- Zone based firewalling
- Web Filtering; Palo Alto Advanced URL Filtering.
- Cloud Based Malware Protection/Sandboxing ; Palo Alto Advanced Wildfire.
- IPS and Flood Protection; Palo Alto Threat Prevention.
- Application Inspection

Purchase of new Core Firewalls is likely to take place in 2028, however there is currently no commitment in place. The requirement for the new Core firewalls will be:

- 400 Gbps is required per Node i.e. per Data Centre.
- 100G and 400G LACP Interfaces to accommodate expected throughput of approximately 400Gbps
- Layer 4 session-based firewalling
- Zone based firewalling
- Content (URL) Filtering
- Intrusion Prevention Services and Flood Protection
- Application Inspection
- Sandboxing Protection (similar to Palo Alto Advanced Wildfire)

No SSL inspection is expected on the core firewall at this point in time.

3.1. Security

Basic Layer 4 firewalling is used in the School sites to protect their infrastructure. Asiera will investigate the use of more advanced Firewalling features on School sites over the lifetime of this project, however initial investment will be a like for like replacement of services in the school. Some examples of services that Asiera is interested in deploying to school sites include:

- Web Filtering
- Application Inspection
- Threat Prevention
- IPS Services
- DNS Security
- Speed tests

3.2. Monitoring and Measuring

While we expect tenderers to propose tools suitable to monitor and manage the CPE and core devices, Asiera currently use a mix of technologies for monitoring and expect to continue to use these technologies with the next version of the Schools CPE and Core Network.

- Icinga2 for reachability, monitoring, performance and alarms (ICMP and SNMP)
- NetFlow for traffic analysis
- SNMP (v2 and v3) for graphing and monitoring traffic levels - using Cacti
- Latency and packet loss graphing (SmokePing)

3.3. Management System

Asiera currently use an internal “dashboard” to manage CPE devices. This system can make changes to devices configurations using Netconf. In addition to Netconf, we use a mix of Ansible, Python and Perl workflows for the provisioning and management of network devices. Our “source of truth” is a PostgreSQL database which stores school and connection specific information. Device configs are generated using a templating engine, implemented in Perl. Asiera will be migrating this “source of truth” to NetBox.

Tenderers must support at least one fully-documented modern automation-capable interface such as Netconf or REST-based API. For the avoidance of doubt, GUI-only management platforms will not meet this requirement.

Asiera is requesting a solution from the tenderers that will allow us Manage and Monitor the proposed hardware. Ideally the solution should be hosted in the Cloud however should an on-premises service be more suitable to our needs that is also acceptable. At a very minimum the proposed Management/Monitoring solution should allow Asiera to.

- Manage Core and CPE devices day to day operations.
- Build common policies and templates that can be used across the entire network.
- Provide details on critical statistics of the devices e.g. CPU, Interface errors, throughput.
- Receive alarms for major issues with infrastructure.
- Upgrade software of the devices.
- Troubleshoot basic Networking functions such as DHCP and DNS.

On premise management solutions are acceptable to Asiera. Asiera have a limited number of Virtual machines that can be used to host services ; upto 16 CPU Cores, 128Gbps RAM, 2Tb storage.

4. Requirements

4.1. Overview

The network should support the following design objectives:

1. **Maximise Throughput and Future-proof Network:** The proposed solution should allow the Asiera Schools Network to ensure that the infrastructure deployed does not provide a bottleneck for Internet services in schools. The deployed solution should exceed the expected bandwidths that will be presented by the service providers over the lifetime of this project. Over the lifetime of this framework, we anticipate that all post-primary schools will require a minimum of 1 Gbps connectivity.
2. **Centralised Management & Monitoring:** The proposed solution should provide a suitable platform so that Asiera can manage and monitor the schools network with a small number of staff. Tools that collate and automate processes to facilitate supporting a large number of sites should be included in the proposal.
3. **Interoperability:** The proposed solution should allow Asiera to replace the existing infrastructure with the least impact possible. Further interaction with the successful supplier will determine exact details but it is expected that existing Routing and VLANs and their IPv4/IPv6 addresses can be re-used in each site.
4. **Security:** The solution will allow Asiera to provide a secure environment to our Schools infrastructure. Our initial requirement is for an application aware session based firewall to be incorporated into the design – however, over time this may develop into more advanced Next Generation services on the firewall.
5. **A clear migration plan:** There should be minimal impact to existing services during the migration of the network.
6. Recover the Existing CPE's and dispose of the old device responsibly.

5. User Acceptance Testing

Asiera will provide an automated mechanism to support User Acceptance Testing (UAT) for each school.

Once the migration from the existing hardware to the new hardware has been completed, the local engineer will be able to access an authenticated public website. By entering the roll number of the relevant school, the website will automatically perform a series of tests to confirm that all services are operating as expected.

Once all tests have been successfully completed, a unique authorisation number will be generated and recorded as confirmation of successful validation.

This automated approach removes the need for the local engineer to contact Asiera or the Schools Broadband Desk following migration and will help streamline the process, resulting in faster and more efficient migrations.

Along with recording the unique UAT authorisation number the successful supplier is expected to take photos of the migrated device and save details to be shared at a later date with the project team.

6. Proof of Concept phase

For equipment that has not been used on the Schools Network to date a Proof of Concept (PoC) phase with the preferred bidder will take place once the tender evaluation is completed. It is envisaged that the new CPE will be deployed in a schools location and used in production until accepted by Asiera . It is expected that only one site will be involved in the PoC phase.

The preferred bidder must provide, at no cost, at least one CPE device for this PoC and deploy it to a school defined by Asiera.

The purpose of this PoC is to ensure that:

a. the equipment is suitable for use within the Schools Network and provides the services and throughput required.
b. interoperates correctly with the Schools Networks existing Monitoring and Provisioning systems.

Asiera will ask suppliers to demonstrate the capability and functionality of their equipment proposed to meet the requirements of the architecture described above.

Asiera will confirm that equipment meets the design specification detailed above and will complete User Acceptance Testing (UAT) under the following headings:

- Templated firewall ruleset
- IPv6 support
- Compatibility with Asiera's existing monitoring and measurement tools over SNMP for IPv4 and IPv6 packets and bytes
- Syslog
- Centralised Management System

A complete list of UAT tests will be provided to the preferred bidder upon completion.

If the vendor fails the UAT for any reason and cannot remedy the problem during the PoC phase to Asiera's satisfaction, Asiera reserves the right to move to the next preferred bidder in the tender evaluation.

7. Deployment

7.1. Migration of Firewall Rules

It will be the responsibility of the successful tenderer to migrate all the existing configuration to the new CPE. Asiera will assist with this migration and provide explanation of the existing configuration.

Currently the sites WAN connectivity is not setup with DHCP services to support ZTP. It may be possible through use of the LAN port on the current firewall in school, details of which can be agreed at a later date of the project.

The successful tenderer will visit each site and migrate the connection from the old CPE to a new device. Tenderers should supply a clear and detailed migration plan. It should provide an estimate of the migration of the entire number of sites.

The expected deployment mechanism can be finalised between Asiera and the successful supplier prior to rollout. However, it will be the responsibility of the successful supplier to coordinate the migration timelines between each school.

Confirmation of site access must be agreed between the successful supplier and each school site.

It is the responsibility of the successful supplier to liaise directly with each school to arrange access and outage window. It is likely that each school will have different requirements for outage window which must be agreed in advance.

The successful supplier has the responsibility to ensure that all ancillary equipment such as patch cables, rack fittings, cage nuts are available for installation. If required costs must be supplier by the successful supplier. As stated, the expectation is that CPE replacement will be a like for like replacement, therefore in many cases the new hardware can be placed in the same location as the old hardware reusing the same cables and rack fittings.

All the equipment must be capable of being mounted in a 19 inch rack. Any rack mounting equipment required to ensure that the proposed equipment is safely installed should be included in the costs.

The successful supplier will have the responsibility for the cadence of deployment per month. Prior to rollout it will be possible to meet and discuss further details on project implementation process with the Asiera team.

Ordering will be performed centrally by Asiera. Schools do not purchase CPE or support directly with the successful supplier.

Subject to funding, it is intended that we will purchase bulk quantities of the equipment including support. Schools are not responsible for purchase orders. Support for schools is through a central helpdesk with OIDE

https://www.oidetechnologyineducation.ie/technology-infrastructure/schools-broadband-programme/broadband-service-desk/

The Schools broadband service desk escalates services to Asiera and if required Asiera will escalate to successful supplier.

Any storage costs required during the rollout should be borne by the successful supplier

8. Training

Tenderer will provide training to Asiera on the proposed equipment for CPE devices. There should be two phases of training.

- **Basic training**: This training should bring up to 15 Asiera staff in total to the level of competence required for the day to day operation and management of the solution proposed. This includes equipment and provisioning hardware and software.
- **Advanced training**: This training should bring up to 5 Asiera staff in total to the level of competence required for network design modifications and engineering and troubleshooting of the solution proposed. This includes equipment and provisioning hardware and software including firewall changes. Advanced training is onsite training.

Asiera technical staff have a data communications background – having worked in an ISP environment for at least 5 years in a Network Operations role in a multi-vendor environment. Tenderer may assume Asiera staff already have advanced competence and experience of IP theory, principles, routing protocols and IP equipment management. Training may be delivered directly by the equipment vendor or by a certified training partner.

Training should include content around the support of the CPE devices and also the proposed Management/Monitoring tool. Topics should include; Building a Firewall policy, building templates, upgrading hardware and troubleshooting services.

It is expected that training will take place after the successful completion of the Proof of Concept phase and before the Delivery of Goods.

9. Support

For the proposed CPE equipment. Asiera has requested: Option B: Monday – Friday 09:00 to 17:00 support, with **Next Business Day** on site response

For the Core Firewall and Management/Monitoring System Asiera have requested: Option A: 24/7 Support

Document **Appendix1B_ServiceLevels_CPE.docx** provides details of the requested service level standards which Tenderers should meet or exceed. In addition, Asiera expects the following support structure:

- Asiera has responsibility for the day-to-day operation and maintenance of the network – including equipment configuration, and software upgrades.
- Asiera undertakes the following support components: monitoring, setup baseline, problem detection, initial problem isolation, initial problem diagnosis, initial problem troubleshooting, initial problem workaround and/or solution.
- If Asiera cannot resolve the problem, Asiera transfers problem to Tenderer. Tenderer takes ownership, liaises with the OEM support channels if required and takes the problem to resolution.
- Asiera's expectation is that the support organisation is able to provide high quality, streamlined, comprehensive, personalised and consistent support services.
-
- Tenderer must have proven experience in the support of the proposed solution.
- Tenderer understands the network outcome of this public procurement is business critical for Asiera.
- Support proposal allows Asiera to be self-sufficient in the operation and maintenance of the solution. Asiera's aspiration is to engage the support organisation as a last resort.

Appendix 2: Pricing Schedule

All prices quoted must be all-inclusive i.e., the price quoted is to include any and all costs the tenderer feels may be necessary to carry out the requirements of the tender **including the Pricing rules and Payment terms** as outlined in 2.8 above. Percentage discounts offered must cater for new products and upgrades. This also applies to associated licenses, subscriptions and support services.

Any services or products that are outlined in your qualitative response should be costed accordingly.

All prices are to be in Euro, and exclusive of VAT. The VAT rate where applicable should be indicated separately.

All currency variations occurring over the term of the Services Contract(s) shall be borne by the Tenderer.

Tenderers must populate the document titled *Appendix2A_ResponsePricing_Schools_CPE.xlsx* with **ALL** pricing, including **ALL** % discounts.

Note: the costs sought are for the purposes of cost evaluation only and it does not constitute an offer or commitment to buy the quantity as set out.

Cost for Evaluation is made up of 4 elements:

1. Pricing Table: Basket of Goods
2. Option Core Firewall
3. Options B, D, E
4. Professional Services

Each element will be marked using the below formula using the marking and weighting outlined below:

$$\frac{\text{Lowest tendered total cost}}{\text{Total cost under evaluation}} \times \text{Maximum number of marks available}$$

Please note if tenderers do not input figures for the non-cost evaluation items Asiera cannot purchase these services under this framework.

Appendix 3: Tenderer Statement

Tenderers shall complete and sign the following form of Tenderer's Statement.

Tenderer Statement

TO: Asiera CLG

RE: Schools Customer Premise Equipment, support and associated services and Award of Initial Contract

Having examined your Call for Tenders (the "CFT") including the instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contracts, we hereby agree and declare the following:

1. We understand the nature and extent of the services required to be delivered as described in Requirements and Specifications at Appendix 1 to the CFT.
2. We accept all of the Terms and Conditions of the CFT, the Framework Agreement and the Services Contract, and agree that if awarded a Services Contract to execute the Framework agreement at Appendix 5 and the Services Contract at Appendix 6 to the CFT.
3. We accept all the Selection and Award criteria as set out in Part 3 of the CFT.
4. We agree to provide Asiera and or Asiera's Clients with the Services in accordance with the CFT and our Tender.
5. We agree that, if awarded any Services Contract, we shall, in performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that all prices and discounts quoted will remain valid for the framework duration
7. We confirm that we have complied with all requirements as set out at Part 2 of the CFT.
8. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

Signed for and on behalf of the Tenderer
Print Name (being a duly authorised officer)
Position/Job Title (being a duly authorised officer)

Appendix 4: EU Declaration Form

(1) DECLARATION (as per Article 57 of Directive 2014/24/EU & Regulation 57 of S.I. 284 of 2016)

THIS DECLARATION, DULY COMPLETED AND SIGNED, MUST BE SUBMITTED BY ALL CANDIDATES / TENDERERS

Name of Candidate / Tenderer: <INSERT NAME>

Address: <INSERT ADDRESS>

Country: <INSERT COUNTRY>

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

Article 57

The obligation to exclude an economic operator shall also apply where the person convicted by final judgment is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein.
Any tenderer shall be excluded from participation who has been convicted of an offence involving:

a) The Economic Operator, a Director or Partner has been convicted of being a member of a criminal organisation. Yes [ ] No [ ]

b) The Economic Operator, a Director or Partner has been found guilty of corruption. Yes [ ] No [ ]

c) The Economic Operator, a Director or Partner has been found guilty of fraud. Yes [ ] No [ ]

d) The Economic Operator, a Director or Partner has been found guilty of terrorist offences or offences linked to terrorist activities. Yes [ ] No [ ]

e) The Economic Operator, a Director or Partner has been found guilty of money laundering or terrorist financing. Yes [ ] No [ ]

f) The Economic Operator, a Director or Partner has been found guilty of child labour and other forms of trafficking in human beings. Yes [ ] No [ ]

g) The Economic Operator, a Director or Partner has been found to be in breach of his/her obligations relating to the payment of taxes or social security contributions. Yes [ ] No [ ]

Note: point (g) above will no longer apply when the economic operator has fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

Article 57 Any tenderer may be excluded from participation, where:

a) The contracting authority can demonstrate by any appropriate means a violation of obligations referred to in Article 18(2) i.e. Environmental, Social and Labour Laws.
Yes [ ] No [ ]

b) The economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under national laws and regulations.
Yes [ ] No [ ]

c) The contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable.
Yes [ ] No [ ]

d) The contracting authority has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition. Yes [ ] No [ ]

e) A conflict of interest within the meaning of Article 24 cannot be effectively remedied by other less intrusive measures. Yes [ ] No [ ]

f) A distortion of competition from the prior involvement of the economic operators in the preparation of the procurement procedure, as referred to in Article 41, cannot be remedied by other, less intrusive measures. Yes [ ] No [ ]

g) The economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions. Yes [ ] No [ ]

h) The economic operator has been 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, has withheld such information or is not able to submit the supporting documents required pursuant to Article 59. Yes [ ] No [ ]

i) The economic operator has undertaken to unduly influence the decision-making process of the contracting authority, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Yes [ ] No [ ]

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE CANDIDATE'S/TENDERER'S ORGANISATION

I certify that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders.

SIGNATURE _____ DATE _____
[Signature must be that of a Director/Principal]

NAME _____ TEL _____

POSITION _____ FAX _____

Tenderers should note that the information contained in this document is not exhaustive and is without prejudice to the applicable national and EU law.

(2) Declaration Re Statutory Obligations

To:

From:

Tender for:

We, _____, confirm that

We are fully compliant with the terms and conditions and our statutory obligations under all relevant Irish employment and Health & Safety legislation.

AND

We have procedures in place to ensure that our subcontractors, if any are used for this contract, are likewise compliant.

I/We certify that employees of this company that are or may be engaged in work on the Asiera contract are treated in full compliance with Irish Employment law.

I/We certify that if a Trade Union refers a case concerning such employees of this company, whom they represent, to the Workplace Relations Commission conciliation service or to the Labour Court for investigation, that the company will accept the invitation and participate in such conciliation conferences or hearings, as appropriate.

I/We certify that the information provided above is accurate and complete to the best of my/our knowledge and belief. I/We understand that the provision of inaccurate or misleading information in this declaration may lead to my/our organisation being excluded from participation in future tenders.

Signed:		**Position:**	
Print Name:		**Phone No:**	
Company Name:		**Date:**	
Address:			

(3) Self-Declaration: Economic and Financial Standing

Note: Tenderers may also satisfy the Economic and Financial Standing Criteria by submitting a European Single Procurement Document (ESPD) completed in accordance with EU Regulation 2016/7.

<table>
<tr><th>Tax Clearance Certificate - Self Declaration</th><th>Please confirm YES/NO</th></tr>
<tr><td>

(A) I confirm and declare having a current and valid Tax Clearance Certificate in place and our tax affairs are in order.

The Contracting Authority can verify your tax clearance status through Revenue's online facility at http://www.revenue.ie/en/online/etax-clearance-faqs.html.

To this end, please confirm:

<table>
<tr><td>Do you grant the Contracting Authority permission to verify your tax cleared position online?</td><td></td></tr>
<tr><td>Registration Number (as shown in your Tax Clearance Cert.)
Or Your Tax Clearance Access Number</td><td></td></tr>
<tr><td>Certificate Number (as shown in your Tax Clearance Cert.)
Or Tax Reference Number</td><td></td></tr>
</table>

OR

</td><td></td></tr>
<tr><td>

(B) I confirm that I have applied for a Tax Clearance Certificate which will be made available on request

</td><td></td></tr>
<tr><th>Turnover - Self Declaration</th><th>Please confirm YES/NO</th></tr>
<tr><td>I confirm that our turnover exceeded €1,000,000 during each of the last three financial years, or pro-rata if more recently established.</td><td></td></tr>
<tr><td>I confirm that I will provide evidence of turnover and other financial information promptly on request at any time prior to the award decision being made.</td><td></td></tr>
<tr><th>Bank Details - Self Declaration</th><th>Please confirm YES/NO</th></tr>
<tr><td>I confirm that the company holds a bank account and that we are presently in good standing with our bank.</td><td></td></tr>
<tr><td>I confirm that I will submit bank details (bank name and branch, and details of main contact) on request at any time prior to the award decision being made.</td><td></td></tr>
</table>

Insurances - Self Declaration	Please confirm YES/NO
(A) I confirm that we have the following insurances in place:	
○ Employers Liability – €12.7 million	
○ Public Liability – €6.5 million	
○ Professional indemnity – €1 million	
○ Pro Product Liability – €6.5 million	
○ Cyber Insurance (including loss of data) – €2.5 million	
OR	
(B) I confirm that if successful I will be in a position to put the required forms and levels of insurances required for the contract in place.	
I confirm that I will provide the following promptly on request at any time prior to the award decision being made: ○ evidence of insurances in place or ○ letter from Insurance Broker confirming that the required levels could be put in place if successful	
Declarations must be signed by a duly authorised officer. I hereby declare that the above is an accurate and complete Declaration of Financial and Economic Capacity on the part of my firm in relation to this tender competition. I undertake to inform the Contracting Authority of any changes to this Declaration which may arise prior to the award of contract.	
Signed:	
Name:	
Position:	
Date:	

Appendix 5: Framework Agreement

Please see separate word document called *Appendix5_Framework_Agreement_Schools_CPE.pdf*

Schedule 4: Services Contract

Please see separate word document called *Schedule4_ServicesContract_Schools_CPE.pdf*