cetb
Bord Oideachais agus Oiliúna Chorcaí
*Cork Education and Training Board*

# Tender Reference: 9530399

# Request for Tenders for The Provision of a Backup Solution for Cork ETB Microsoft Office 365 Tenant including Microsoft Entra ID Configuration

# Tender Procedure: OPEN (OJEU)

| | |
|---|---|
| **Issue Date** | **Friday, 20th November 2026** |
| **Closing Date for Queries** | **Tuesday, 22nd December 2026 at 5pm (Irish Time)** |
| **Contact for Queries** | **Questions and Answers facility on www.etenders.gov.ie** |
| **Closing Date / Time for receipt of Tenders** | **Monday, 11th January 2027 at 2pm (Irish Time)** |

**Please note that information relating to this Call for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal. www.etenders.gov.ie Registration is free of charge and there is no charge for documents.**

**Please note that the contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.**

**The Contracting Authority have provided a Tender Response Document *(Appendix 3)* as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.**

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# Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This Call for Tender ('CFT') does not constitute an offer or commitment to enter into a Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written 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 Contract being executed by or on behalf of the Contracting Authority.

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

This CFT 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.

The Contracting Authority reserves the right to discontinue the procurement process at any time for any reason.

# 1 Summary

Cork Education and Training Board (Cork ETB) (the "contracting Authority") invites tenders to this call for tender ("CFT") from economic operators ("Tenderers") for the provision of the services as described in ***Appendix 1: Requirements and Specifications*** to this CFT (the "Services").

## 1.1 Scope of the Contract

Cork ETB is seeking tenders from competent service providers for the supply of a backup solution for our Microsoft Office 365 tenant including Entra ID configuration.

Proposals are requested for the supply, implementation and ongoing support of a SaaS backup & recovery solution to protect the data and configuration on its Microsoft 365 environment, including Exchange Online, OneDrive for Business, SharePoint Online, Teams, M365 Groups, Public Folders, and identity/tenant configuration in Entra ID.

Cork ETB was established under the Education and Training Boards Act 2013 and provides education, training and youth services across Cork City and County. It is one of the largest Education and Training providers in the region, supporting over 35,000 learners and approximately 4,200 staff across a geographically distributed organisation.

Cork ETB provides services through a broad network that includes 24 post-primary schools and colleges, 3 Community National Schools, 4 Community Special Schools, the Cork ETB School of Music, Further Education and Training campuses and centres, Youthreach, prison education and outdoor education services. Its locations and services extend across Cork City and County.

The scope shall include, but not be limited to:

- Backup of all defined workloads in the Microsoft 365 tenant (see "*Non-functional / Integration"* Section in Appendix 1)
- Backup of the Entra ID / Azure AD tenant configuration, applications & registrations, conditional access policies, roles, service principals (where supported)
- Secure storage of backups in an independent cloud environment (vendor-neutral) with data sovereignty options (EU region)
- Support for retention policies, immutability, versioning, archiving and e-discovery.
- Fast, granular restores of objects, metadata and full datasets.
- Monitoring, reporting and audit logging of backup health and restore activity.
- Support for dedicated service accounts and connectors in Microsoft 365 / Entra ID with least privilege design.
- Compliance with relevant regulations (e.g., GDPR, NIS2, local Irish/EU requirements).
- Service Level Agreements (SLAs) for data availability, backup success and recovery time objectives (RTO) / recovery point objectives (RPO).
- Migration/initial load of existing data if required.
- Implementation, testing (including restore testing), training and hand-over to customer.

The solution is to serve Cork ETB, comprising approximately 4,200 staff, over 35,000 learners, 12,000 devices and more than 70 schools, campuses, centres and offices. Final Microsoft 365 licensed-user,

SharePoint, Teams, data-volume and private-channel figures will be confirmed by Cork ETB during onboarding. Cork ETB requires data storage in an EU/EEA region.

***Full details can be found in Appendix 1: Requirements and Specifications.***

## 1.2 Contract Duration

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 two (2) years ("the Term").

The Contracting Authority reserves the right to extend the term for a period or periods of up to twenty-four (24) months with a maximum of four (4) such extension or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

**The contract will be for a maximum duration of 10 years**.

## 1.3 Indicative Budget

The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contract may amount to some **€1,800,000 (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.

## 1.4 Pricing

**1.4.1** All Tenderers must complete the **Pricing Schedule at Appendix 2** to this CFT.

**1.4.2** 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.

**1.4.3** Tenderers must confirm that all prices quoted in the Tender Response will remain fixed for the duration of the initial contract of twenty-four (24) months commencing from the Tender deadline. Price adjustments (increase/decrease) in subsequent years of the contract will be subject to agreement by both parties. It will be evidence based and linked to the Consumer Price Index (CPI), prevailing or emerging market conditions or evidence by alternative objective price points. The Contracting Authority would aim to move to fixing prices for each 24-month extension or longer after the first review.

**1.4.4** Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.

**1.4.5** Payments for Services provided pursuant to this CFT shall be subject to and made in accordance with the **Services Contract at *Appendix 4.***

## 1.5 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises ("SMEs") on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping, consortium or combination of entities may be required to establish legal personality in order to enter into a contract. The Contracting Authority may also:

- contract with one member of the grouping, consortium or combination of entities on the basis that party will carry overall responsibility for the performance of services required under the contract;
- contract with each member of the grouping, consortium or combination of entities based on joint and several liabilities; or
- contract with one member of the grouping, consortium or combination of entities with the other members being sub-contractors.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tenderer is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and/or to deliver the contract. The consortium must appoint a single point of contact who will assume overall responsibility for participating in this procurement process and who is authorised to act on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

## 1.6 Review of Performance

Supplier performance will be monitored over the term of the Contract. The format will be agreed between the Contracting Authority and the Successful Tenderer.

## 1.7 Account Management

### 1.7.1 Account Manager

The Contracting Authority requires tenderers to nominate a dedicated Account Manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

**NOTE: Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful tenderer and delegate as required.**

### 1.7.2 Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

## 1.8 Electronic Invoicing and Digital Tax Compliance

The Revenue Commissioners have now made the EU VAT in the Digital Age (ViDA) Framework mandatory for the public sector. The Supplier shall maintain the technical capability to comply with current and future electronic invoicing and digital reporting obligations, including requirements arising from and the **EU VAT in the Digital Age (ViDA) Framework** any successor legislation.

The Supplier shall be capable of issuing and transmitting structured electronic invoices through the PEPPOL network and shall comply with applicable PEPPOL Business Interoperability Specifications (PEPPOL BIS), the European Standard EN 16931, and the applicable Core Invoice Usage Specification (CIUS).

Invoices shall be submitted in a structured electronic format and shall contain all information required by applicable VAT legislation, public procurement requirements and local and national CIUS specifications.

## 1.9 Award Runner Up

If for any reason, it is not possible to award the Contract to the designated successful tenderer emerging from this competitive process the Contracting Authority reserves the right to award the Contract to the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

## 1.10 Compliance with Terms and Conditions

Award of Contract will be conditional upon acceptance of the Contract Terms and Conditions as contained in **Appendix 4**

to this CFT. Tenderers may not amend the Contract.

## 1.11 Termination of Contract

It shall be the responsibility of the tenderer (in the event of success) to fulfil the obligations under the contract, notwithstanding any changes in EU and national circulars, laws, regulations, taxation, duties or other factors.

The contract may be terminated by either the Cork ETB or the successful applicant without liability at any time following the submission of three (3) calendar months written notice. Cork ETB reserves the right to terminate the contact at any stage if the work being undertaken by the applicant is found to be unsatisfactory, or where Cork ETB feels an obligation to withdraw the contract.

In the event of such a termination, the applicant will only be entitled to receive payment in relation to the acceptable work done. The computation of such payment shall be based on the extent of the approved work carried out to the date of termination valued, by use of the costs used in the submission.

# 2 Evaluation Criteria

## 2.1 Selection Criteria

The Contracting Authority is using the **Open** procedure for the award of this contract, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will be eligible for full tender evaluation.

In order to demonstrate a tenderer's suitability, tenderers must respond to the information set out below by completing the separate Tender Response Documents. ***(Appendix 3)*.**

By submitting a tender, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Contract (as defined in the Contract), obtain and hold the types and levels of insurance as specified below, (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 Contract.

The successful Tenderer will, during the term of the 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.

**NOTE:** Tenderers **must** provide evidence of the self-declared information within seven (7) calendar days of request, which will be made prior to any award decision. If the evidence required is not provided by the deadline date, then the tenderer in question will be eliminated. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

### 2.1.1 Economic & Financial Standing (Pass/Fail)

| General Information *(Section 2.1 TRD)* | |
|---|---|
| Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable. | |
| **Financial and Economic Standing (Section 2.2 TRD)** | |
| **Tax Compliance** | **Tax Clearance**<br>It is a requirement that all firms dealing with Cork ETB hold a Tax Clearance Certificate. This applies to foreign bidders also. Please confirm that you can provide a current tax clearance certificate should you be appointed to this contract. Information on the Irish Revenue Commissioners can be found at http://www.revenue.ie/http://www.revenue.ie/<br>**Minimum Requirement:** Registration Number & Access Code should be provided. If the Registration Number and Access Code are not available, please confirm this information can be provided if successful. |
| **Financial Capacity** | **Auditor's Statement**<br>Please provide an Auditors Statement (dated not more than 3 months old):<br>(1) showing your firm's turnover for the last 3 financial years and<br>(2) confirming the financial standing of your firm and your firm's ability to meet the contract should you be appointed<br>**Minimum Requirement:** Letter must be provided from an Auditor or Independent Firm of Accountants. |
| **Insurance** | It is a requirement that the successful tenderer shall hold for the term of the Services Contract the following insurances.<br>Specific indemnity must be provided to Cork ETB, its Chief Executive, Board members, employees and agents while the company is operating at Cork ETB premises. |

| Insurance Type | Required Level |
|---|---|
| Employer's Liability | €13 million |
| Public Liability | €6.5 million |
| Product Liability | €6.5 million |
| Professional Indemnity | €1.3 million |
| Cyber Liability | €2.5 million |

| Declaration (Section 1-Compliance TRD) |
|---|
| Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document.<br><br>Complete the Article 5K Declaration - EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.<br><br>Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required. |

### 2.1.2 Technical & Professional Ability (Pass/Fail)

| **Previous Experience (Section 2.3 TRD)** |
|---|
| Tenderers must provide three (3) site references together with a list of any recent or current contracts, preferably in the Higher Education Sector, which are relevant to this application and demonstrate capability to undertake and operate such a contract.<br><br>A contact position and telephone number for each reference site should be supplied. Cork ETB may seek references from the persons listed once authorised by the Tenderer.<br>***Please complete the TRD.*** |
| **Health & Safety Management System (Section 2.6 TRD)** |
| Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation.<br>Details of policies and systems in place and whether 3rd party certified must be provided.<br><br>***Please complete the TRD.*** |
| **Quality Assurance Management System (Section 2.7 TRD)** |
| Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified.<br><br>***Please complete the TRD.*** |

### 2.1.3 Status of European Single Procurement Document (ESPD)

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with **Section 1 (Legal Compliance)** and **Section 2 (Financial and Technical Compliance)**. However, the Contracting Authority requires evidence via completed submission of **Appendix 3 Tender Response Document** relating to Technical Capacity Section 2.1.2.

Mere confirmation **will not** be sufficient under these headings.

**Tenderers are asked to demonstrate their legal, financial and technical capacity by responding to all the information requested above. In addition, Tenderers must ensure that they have completed and signed the Declaration of Bona Fides in the Tender Response Document. Failure to supply the required information may result in elimination from detailed tender evaluation.**

Prior to the award of any contract, the Contracting Authority will request evidence of self-declared information prior to award decision. Failure to provide appropriate evidence within the required timeframe will result in the tenderer being deemed inadmissible for formal award.

## 2.2 Award Criteria

Only tenders meeting the selection criteria and confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

Responses are required through completion of the ***Tender Response Document (Appendix 3)*** and the ***Pricing Schedule (Appendix 2)***

**THE DOCUMENTS AND THE ASSOCIATED APPENDICES PROVIDED BY CORK ETB MUST BE USED IN PREPARATION OF YOUR TENDER RESPONSE. FAILURE TO COMPLY WILL RESULT IN YOUR ELIMINATION**.

**Each proposal will be evaluated and assigned points based on the following weighted criteria. The Services Contract will be awarded on the basis of the most economically advantageous tender identified in accordance with the following criteria:**

| Award Criteria | Marks | Pass Mark |
|---|---|---|
| **Criteria A: Functional Requirements** | **3500 marks** | **1750 marks** |
| **Criteria B: Non-Functional / Integration Requirements** | **2500 marks** | **1250 marks** |
| **Criteria C: Cyber-Security and Data Protection Requirements** | **1000 marks** | **500 marks** |
| **Criteria D: Sustainability / Environmental Considerations** | **500 marks** | **250 marks** |
| **Criteria E: Ultimate Cost (Ex VAT)** | **2500 marks** | **N/A** |
| **Maximum Score Available** | **10000 marks** | |

| | | | | |
|---|---|---|---|---|
| **A** | **Functional Requirements** | **35%** | **3,500** | **1,750** |

In respect of this Criterion A, tenderers are asked to address the following:

- Please review the **Functional Requirements** listed in ***Appendix 1 Requirements and Specifications***, related to this criterion and ensure that you understand what is required.
- Please provide a detailed description which demonstrates how these features/requirements will be addressed/provided by your proposed solution.

**A mere affirmative statement by the Tenderer that it can/will meet the requirement, or a reiteration of the tender requirements, is NOT sufficient in this regard.**

| | | | | |
|---|---|---|---|---|
| **B** | **Non-Functional / Integration Requirements** | **25%** | **2,500** | **1,250** |

In respect of this Criterion B, tenderers are asked to address the following:

- Please review the **Non-Functional / Integration Requirements** listed in ***Appendix 1 Requirements and Specifications*** and ensure that you understand what is required.
- Please provide a detailed description which demonstrates how these features/requirements will be addressed/provided by your proposed solution.

  **A mere affirmative statement by the Tenderer that it can/will meet the requirement, or a reiteration of the tender requirements, is NOT sufficient in this regard.**

| | | | | |
|---|---|---|---|---|
| **C** | **Cyber-Security and Data Protection Requirements** | **10%** | **1,000** | **500** |

In respect of this Criterion C, tenderers are asked to address the following:

- Cork ETB must assess the risks of any ICT goods and services, systems and/or software being provided (where relevant), to ensure from a data protection, resilience and cyber security perspective that Cork ETB is aware of any potential risks in awarding a prospective contract.
- These requirements and assessment of same, aims to reinforce standards and frameworks applicable to public sector contracts like the Public Service Cyber Security Baseline Standards, the Network and Information Security (NIS) Directive, the NIS Directive revision (NIS2) and other EU Regulations and legislative proposals including the EU Cyber Security Act in order to protect our stakeholder data and increase overall security with potential solutions being proposed on hardware & software products, ICT goods and services.
- Please provide detailed responses and information for **all relevant requirements/items**.

  **A mere affirmative statement by the Tenderer that it can/will meet the requirement, or a reiteration of the tender requirements, is NOT sufficient in this regard.**

| | | | | |
|---|---|---|---|---|
| **D** | **Sustainability / Environmental Considerations** | **5%** | **500** | **250** |

***In alignment with Cork ETB's Climate Action Roadmap***

In respect of this Criterion D, tenderers are asked to address the following:

- Please review the **Sustainability / Environmental Considerations** listed in ***Appendix 1 Requirements and Specifications***, related to this criterion and ensure that you understand what is required.
- Please provide a detailed description which demonstrates how these features/requirements will be addressed/provided by your proposed solution.

  **A mere affirmative statement by the Tenderer that it can/will meet the requirement, or a reiteration of the tender requirements, is NOT sufficient in this regard.**

| | | | | |
|---|---|---|---|---|
| **E** | **Ultimate Cost (EX VAT)** | **25%** | **2,500** | **n/a** |

Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender in the Tender Response Document ***(Appendix 3)*** along with the Pricing Document in (***Appendix 2)***

- Price must be quoted in Euro € (EX VAT)
- Prices must be included for the duration of the contract, including optional extensions. i.e. 10 years
- Annual Licence Cost for M365 (Staff)
- Annual Licence Cost for Entra ID (Staff)
- Additional Block License Costs
- Vendor Configuration and Implementation Costs
- Training Costs
- Any other Cost (Breakdown must be provided)
- Annual Licence Cost for M365 (Student Option)
- Annual Licence Cost for Entra ID (Student Option)
- Optional Workload A
- Optional Workload B
- Optional Workload C
- Any other relevant Costs

**The rates quoted for the provision of this service must be inclusive of all costs, (i.e. pricing to include subscription, storage, egress/ingress, transaction fees, connectors, and any additional costs, ad-hoc expenses, taxes, duties, import taxes, custom charges etc but must be exclusive of VAT**.

***Please indicate zero cost if no additional charges.***

***Please note that the quantities in terms of staff and learners will vary throughout the lifetime of the contract and may rise or fall.***
***The Pricing supplied will be subject to ProRata pricing adjustments whereby Cork ETB will be charged for actual usage levels with no minimum or maximum pricing quantities or commitments.***
***Cork ETB reserves the right to adjust the level of staff and learners being backed up initially or throughout the contract in accordance with governance, budgetary or other factors.***
***Cork ETB may choose to backup only Staff accounts if deemed appropriate.***

Cost for evaluation purposes will be the total cost of: ***Tab C_Ultimate Cost Criteria E_*** **Cell G24** on ***Appendix 2*** Pricing Document

The lowest compliant tender will receive full marks. Other compliant tenders will be scored proportionally

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

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

## 2.3 Methodology for calculating the Cost Score

| Score | Category | Description |
|---|---|---|
| 90 – 100% | Exceptional | An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations. |
| 80 – 89% | Excellent | An excellent response demonstrating excellent understanding offering assurance to client – fully supported. |
| 70 – 79% | Very good | A very good response demonstrating very good understanding offering assurance to client – strongly supported. |
| 60 – 69% | Good | A good response demonstrating good understanding offering assurance to client – well supported. |
| 50 – 59% | Acceptable | An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported. |
| **Less than 50% is unacceptable and considered ineligible from further consideration** | | |

**Marks between the base lines outlined above can be awarded where responses so merit additional marks.**

## 2.4 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

Responses to requests for clarification must not materially change any of the elements of the tenders submitted and the Contracting Authority will not accept any additional submissions, other than clarifications, as part of that process. Tenderers who do not provide the clarifications sought within a specified time period of receipt of such a request via email/eTenders from the Contracting Authority may be excluded from the competition. No unsolicited communications from tenderers will be entertained during the evaluation period.

## 2.5 Verification

Award of contract may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

## 2.6 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

## 2.7 Right to Confirm Suitability

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

# 3 Instructions to Tenderers

## 3.1 Submission of Tenders

The Contracting Authority is using the Tender Postbox facility, and tenders must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Tenderers must ensure that they give sufficient time to upload their tender response.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

In responding to this tender all tenders must follow the format of the tender document and respond to each element of the tender document in the order as set out in this RFT. Tenders should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed**.

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 detailed below). 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.

**Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process.**

The closing date for tenders is **Monday, 11th January 2027 at 2pm**

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline. **Tenders that are received late or via other means WILL NOT be considered in this public procurement competition.**

## 3.2 Language

Tenders must be submitted in English.

## 3.3 Queries

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender, please contact us as soon as possible.

Tenderers shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the tender documents. The Contracting Authority will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the tender documents.

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie. The closing date for receipt of queries is **Tuesday, 22nd December 2026 at 5pm**

**For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.**

Responses to queries will be issued via eTenders to all parties who have expressed an interest in the contract on that site, in order to ensure that no party has an unfair advantage over any other.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority reserves the right to issue or seek written clarifications.

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.

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.

## 3.4 Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.
The Contracting Authority reserves the right to disqualify incomplete tenders.

## 3.5 Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counteroffer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

## 3.6 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing to all parties who have expressed an interest in the notice via eTenders no later than seven (7) calendar days before the original closing date.

## 3.7 Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the etenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

## 3.8 Cost of Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

## 3.9 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of **12 months** is required, this period commencing on the closing date by which the Tenders are to be returned.

## 3.10 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

**Note:** The Contracting Authority may roll out e-Invoicing during the term of the contract / framework and tenderers may be required to issue their invoices to the sector in an e-Invoice format that is compliant with the PEPPOL directive.

## 3.11 Conflict of Interest

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) that any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer or subcontractor and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the *Ethics in Public Office Acts, 1995 and 2001*. Failure to disclose a conflict of interest may, at the absolute discretion of the Contracting Authority disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

## 3.12 Freedom of Information Acts

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

Please note the following statement which outlines the actions which will be undertaken by the Contracting Authority on foot of a Freedom of Information request.

Cork Education and Training Board is subject to the provisions of the Freedom of Information Acts 1997, 2003 and 2014.

Cork Education and Training Board propose that the following information relating to this tender competition will be published on our website in line with the Government's commitment in the Public Sector Reform Plan.

(i) The total amount of the contract

(ii) The name of the Contractor

(iii) The purchase order number

(iv) The date of the award

Cork Education and Training Board undertakes to hold confidential any information provided by you in this tender, subject to:

(i) Disclosure of the information specified at 1 above as liable for release to the public.

(ii) Cork Education and Training Board's obligations under law, including the Freedom of Information Act, which came into force for ETBs on 14th April 2015.

### 3.13 Tax Clearance

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site http://www.revenue.ie/. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority will satisfy themselves that any tenderers being considered for award of a contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers, tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the contract.

### 3.14 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland in accordance with section 523 of the *Taxes Consolidation Act 1997*. Any and all taxes applicable to the supply of the goods / services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

### 3.15 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters including, employment and health and safety matters and includes, but is not limited to, the *Employment Equality Acts 1998-2015, National Minimum Wages Act 2000 (as amended), Safety, Health and Welfare at Work Act 2005* (as amended), *Data Protection Act 2018* and *Official Secrets Act 1963* (as amended). Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by and construed in accordance with Irish law.

## 3.16 Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

## 3.17 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

## 3.18 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

## 3.19 Change in the Composition of a Tender

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

## 3.20 Interference and Inducement of Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the *Criminal Justice Act 2018*, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

## 3.21 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications.

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.

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.

### 3.22 Award Notices

Following the formal conclusion of a contract, an award notice will be despatched to eTenders announcing the results of the competition.

### 3.23 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

### 3.24 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful tenderer).

### 3.25 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

### 3.26 Payment

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with *S.I. 580 of 2012* which transposes *EU Directive 2011/7/EU* on combating Late Payment in commercial Transactions. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

### 3.27 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and to source the requirement with more than one service provider.

The call for tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

### 3.28 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

### 3.29 Accessibility

In line with the *Disability Act 2005*, accessibility requirements should be clearly stated in Call for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

### 3.30 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

### 3.31 Collusive Tendering

If any tendering party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its tenders, the bid submitted by such tendering party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

### 3.32 Confidentiality

After the official opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of the contract may result in the rejection of that tender.

## 3.33 Consortia and Prime Subcontractors

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SMEs") in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, 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 Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, 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.

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 CFT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor"). The tenderer must clearly and comprehensively set out the name, title, telephone number, postal address and email address of the nominated contact personnel of the Prime Contractor 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 (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

## 3.34 Anti-Competitive Conduct

Tenderers attention is drawn to the Competition Act 2002 to 2017 (as amended, the "2002 Act") which makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

## 3.35 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

## 3.36 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the *Irish Data Protection Acts 1988 to 2018*, the *General Data Protection 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 any other applicable law or regulation relating to the processing of personal data and to privacy, including the *E-Privacy Directive and European Communities (Electronic Communications Networks and Services) (Privacy and*

*Electronic Communities) Regulations 2011*, as such legislation may be supplemented, amended, revised or replaced 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 call for tenders.

The tenderer, as Data Controller in respect of any Personal Data provided by it in its tender, is required to confirm in its tender 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. The tenderer shall comply with all of its obligations under the Data Protection Laws.

**Cork ETB will require the successful tenderer to sign a data processing agreement.**

**Please review *Appendix 6 Cork ETB Data Processing Agreement*.**

## 3.37 Returned of Signed Contracts

The successful Tenderer must sign and return the Contract and the Confidentiality Agreement, to the Contracting Authority no later than seven (7) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Contract.

Where the signed Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified above then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with the above.

# Appendix 1 – Requirements & Specifications

**Tenderers must address each of the issues and requirements in this part of the CFT and submit a detailed description (Tender Response Document) in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Solution/Services.**

**Tenderers must respond to this specification in accordance with the requirements set out under Section 3.2 – Award Criteria, (Tender Response Document) *Appendix 3* which details the information to be provided.**

| **Current Tenant Profile** | |
|---|---|
| **Exchange Mailboxes:** | **47495, 28 TB** |
| **Of which:** | |
| **Staff:** | **4,300** |
| **Learners:** | **14,543** |
| **Disabled Accounts:** | **28,652** |

| | |
|---|---|
| **Shared Mailboxes:** | **376, 1.5 TB** |
| **OneDrive:** | **36,000, 101 TB** |
| **SharePoint Sites:** | **10,400, 14 TB** |
| **Entra Tenant Users:** | **17,800** |

***Please note that the quantities in terms of staff and learners will vary throughout the lifetime of the contract and may rise or fall.***

***The Pricing supplied will be subject to ProRata pricing adjustments whereby Cork ETB will be charged for actual usage levels with no minimum or maximum pricing quantities or commitments. Cork ETB reserves the right to adjust the level of staff and learners being backed up initially or throughout the contract in accordance with governance, budgetary or other factors.***

***Cork ETB may choose to backup only Staff accounts if deemed appropriate.***

**Cork ETB requires a backup solution capable of accommodating different retention requirements across its user population and Microsoft 365 workloads.**

**As part of the initial implementation, Cork ETB intends to undertake a one-time backup of the existing disabled accounts identified above. Following successful completion and verification of this backup, these accounts will be removed from the Microsoft 365 tenant. The backed-up data must remain accessible and recoverable for the applicable retention period without requiring the original Microsoft 365 account to continue to exist or remain licensed.**

**For ongoing backups, the default retention period is expected to be seven years. However, Cork ETB requires flexibility to apply different retention periods to different categories of users or individual accounts. For example, a different retention period may be applied to learner accounts, while certain nominated accounts or data may require retention for periods longer than seven years, including indefinite retention where required.**

**Retention policies should therefore be configurable by user, account type, group or other appropriate classification, and should not be restricted solely by the Microsoft 365 licence assigned to an account.**

## Technical Requirements

### Functional Requirements

**Functional Requirement 1**

The proposed solution must support backup (and restore) of the following workloads:

a) Exchange Online: mailboxes (user, shared), calendars, contacts, tasks, In-Place Archives.
OneDrive for Business: all files and folders in each user's OneDrive.
SharePoint Online: team sites, communication sites, site collections (including lists, document libraries, permissions, content types, columns, views, sub-sites).
Microsoft 365 Groups, Teams & Class Teams: group mailboxes, files, channels (posts/replies), chat messages (one-to-one, group, meeting chats), tabs (Word, Excel, PowerPoint, Planner, OneNote etc).

b) Entra ID configuration: identity objects (users, groups, dynamic groups), application registrations, service principals, conditional access policies, roles (including PIM, Privileged Identity).

c) Include all file types, extensions and metadata (e.g., for SharePoint/OneDrive all versions if required).

**Functional Requirement 2**

Backup Frequency, Retention and Versioning

a) The solution must support **incremental** backup method to minimize load.

b) Provide guarantee of at least two backups per day or as defined, with vendor to propose realistic RPO/RTO targets.

c) Please specify whether your solution supports the backup and restoration of document version history for OneDrive and SharePoint. If supported, please state the maximum number of document versions that can be retained and restored, and identify any limitations or configuration requirements.

d) Provide configurable, policy-based retention that allows different retention periods to be assigned to different users, account types, groups, or workloads, independently of Microsoft 365 Licence type. The solution must support unlimited or indefinite retention for selected accounts where required.

**Functional Requirement 3**

Restore Capabilities

a) Permit granular restores - individual items/files/folders, full mailbox/site restore, cross-user restore, PST download (for Exchange) if applicable.

b) Permit in-place restore into original location with metadata preservation.

c) Provide search, preview, and download capability for backed-up items (e-Discovery).

d) Support for restoring from backup of Entra ID configuration (users/groups/roles/apps) into live tenant or separate "sandbox" or test environment.
e) Provide ability to restore or export entire site collections, Teams channels including files and chat attachments.

**Functional Requirement 4**

Data Storage & Architecture

a) Back-up data must be stored in vendor-independent cloud storage (i.e., not on the same underlying infrastructure as Microsoft 365, to ensure separation/segregation).
b) Data must be immutable and tamper-proof.
c) Provide backup data residency options within Ireland or the EU/EEA, ensuring that data storage and processing arrangements comply with GDPR and applicable Irish Government data protection and security requirements.
d) Provide geographic redundancy, with backup data replicated across multiple physically separate locations. All locations must meet appropriate security, compliance, and data protection certification requirements.
e) Provide encryption at rest and in transit (e.g., TLS, unique customer encryption keys).

**Functional Requirement 5**

Security, Compliance & Audit

a) Role-based access control (RBAC) for administrative and restoration functions.
b) Support integration with organisation's identity provider / SAML / MFA for access to backup system.
c) Provide a mechanism for secure, tenant-independent access to cloud backups in the event that the Microsoft 365 tenant, Entra ID, or associated user accounts are unavailable or inaccessible, ensuring authorised personnel can still access and recover backup data.
d) Audit trails and logs of backup operations and restores - must be retained and exportable for compliance.
e) Certifications: e.g., ISO 27001, SOC 2 Type II, ISAE 3402, EU GDPR compliance.
f) Vendor must support relevant EU / Irish regulatory frameworks such as NIS2, GDPR, Data Sovereignty.

**Functional Requirement 6**

Tenant & Service Account Setup

a) Solution should provide guidance to prepare Microsoft 365/Entra ID environment - setting up a dedicated service account with appropriate roles (Global Admin or Privileged Role Admin) for the connector/app registration.
b) Proper guidance/exclusion for guest users, dynamic groups, etc. (Please explain any limitations in the tender response document (e.g., can guest accounts be backed up).

**Functional Requirement 7**

Monitoring, Reporting and SLA

a) Real-time or near-real-time dashboard showing backup health, job status, succeeded/failed backups, size, growth metrics.
b) Reporting capability - scheduled reports for backup health, retention status, restore events, capacity usage, compliance.
c) SLA commitments e.g., 99.9% uptime for the backup service.
d) Define RPO (e.g., maximum data loss window) and RTO (maximum acceptable restore time) for each workload category; (Please use response field to propose metrics based on environment size).

e) Clear escalation and support model (including next business day, and options for 24/7 if required), with defined KPIs. (Please respond in Tender Response Document)

**Functional Requirement 8**

Scalability & Pricing

a) The solution must scale to cover additional users/sites/groups without major re-architecture.

b) Pricing should be straightforward and predictable, preferably based on a subscription model. The supplier must clearly state any storage capacity included within the proposed pricing, together with any storage limits, pooled storage arrangements, or fair use policies that apply. Any additional charges resulting from exceeding the storage allocation included must be clearly identified, including how such charges are calculated. Retention-related costs and any circumstances that may result in additional charges must also be clearly stated. (Please Comment or include details in the Appendix 2 – "Pricing Schedule". Note - all pricing needs to be included in Appendix 2)

c) Clarify whether there are additional costs for data egress, transaction fees, extra connectors or large restores. The ideal is "no data egress/ingress/transaction fees" for the pricing model. (Please respond in Tender Response Document if required)

**Functional Requirement 9**

Implementation & Support

a) Provide a project plan for initial deployment: installation of connectors, configuration of backup policies, initial full backup, baseline testing, restore validation.

b) Training for internal IT staff on use of the backup console, restores, reporting, monitoring.

**c)** Documentation of procedures for restore (regular restores, disaster scenario), backup verification, and hand-over.

d) Provide support for customization (e.g. exclusion rules for very large datasets) and periodic health checks.

**Functional Requirement 10**

Disaster Recovery and Business Continuity

a) Solution must include provision by you to support disaster-scenario restore (e.g., tenant compromise, ransomware, data centre failure) including the possibility of full tenant rebuild from backup.

b) Provide separate "off-line" or air-gapped storage or logical separation to mitigate ransomware and insider-threat risk.

**Functional Requirement 11**

Exit strategy and migration plan:

a) Provide a plan for the export or migration of backup data to Cork ETB or to another provider at the end of the contract.

b) Specify the formats available for data export (e.g. PST, CSV, native file/folder structure, SharePoint site export), together with expected timescales for completion.

c) The solution should avoid unnecessary vendor lock-in and provide Cork ETB with the ability to restore, retrieve or export its backup data during the contract and as part of the agreed contract exit process.

d) Clearly specify any notice period, minimum notification period, or other contractual or technical requirements that Cork ETB must meet when terminating or exiting the service.

e) Clearly explain how immutable backup retention affects contract termination and data deletion. Where immutable data cannot be deleted immediately following termination, specify:
f) How long the data will remain retained.
g) Whether Cork ETB will continue to have access to the data during this period.
h) How the data will be protected and secured during the remaining retention period.
i) Whether any additional costs will apply.
j) How and when final deletion will be carried out and confirmed.
k) Following completion of the agreed retention and exit requirements, all Cork ETB data, credentials and associated customer information must be securely deleted from the supplier's systems, with confirmation of deletion provided where applicable.
l) Clearly specify all costs associated with contract exit, including data export, migration, transfer, continued storage, immutable retention or any other exit-related charges.

## Non-Functional / Integration Requirements

**Non-Functional / Integration Requirement 1**

Performance

a) Initial full backup must complete within acceptable time (Please propose, based on number of users/sites/data size as provided above).
b) Daily incremental backups should not interfere significantly with production performance or Microsoft 365 throttling constraints. (Please respond on the tender response document, to describe throttling mitigation strategies).
c) Search and preview of backed-up items should happen in near real-time, with minimal latency.

**Non-Functional / Integration Requirement 2**

Availability & Reliability

a) Service availability target: minimum 99.9% uptime.
b) Data corruption protection - immutability / immutability protection, versioning, snapshot protection.
c) Commit to service continuity (i.e. no forced migration to another platform or unexpected discontinuation).

**Non-Functional / Integration Requirement 3**

Security

a) Encryption: in-transit (TLS) and at-rest encryption (256-bit or better) with customer-unique keys.
b) Secure access - support for MFA, SSO, RBAC for administrative and restore functions.
c) Audit logs - full logs of all actions (backup, restore, configuration changes), exportable for SIEM integration, if required.
d) Data segregation - each customer's backup data logically separated; no co-mingling of customer data.
e) Certify that no data is stored in the same public cloud tenancy as our production Microsoft 365 data (i.e. vendor-independent cloud).

**Non-Functional / Integration Requirement 4**

Compliance & Data Sovereignty

a) Support EU-only data residency option; customer must have choice of region.
b) Certifications: ISO 27001, SOC 2, etc. (Please include evidence of same).

**Non-Functional / Integration Requirement 5**

Usability & Administration

a) Centralised management console for backups, restores, reports.
b) Intuitive UI that requires minimal training and allows IT team to monitor/restore with minimal overhead.
c) API access for integration into organisational monitoring or automation.

**Non-Functional / Integration Requirement 6**

Support & Maintenance

a) Handle all infrastructure, upgrades, patches, monitoring of backup platform.
b) No requirement for on-premises hardware or software installation.
c) Provide support services (hours, SLA response times).
d) Provide regular health checks, capacity planning, and proactive alerts if backups are falling behind or at risk.

## Sustainability / Environmental Considerations

**Sustainability / Environmental Considerations 1**

Tenderers must detail their waste reduction strategies, particularly focusing on electronic waste, and describe how their operations and solutions adhere to principles of waste minimisation and responsible waste management.

**Sustainability / Environmental Considerations 2**

Tenderers must outline how their solution is designed for energy efficiency, including any energy-saving features and practices in their operations and data centres. Evidence of adherence to energy efficiency standards (e.g., Energy Star certification) should be provided.

Please also provide information regarding the average Power Usage Effectiveness (PUE) for the datacentre that is used to service Customers in the Republic of Ireland, to show how your organisation supports and implements environmental and sustainable efficiencies in your practices and the delivery of services:

**Power Usage Effectiveness (PUE): X**
**Green Energy %: X**
**Data Centre location e.g. own, DC, public cloud etc.: X**

**Notes:**
1. If no PUE is received, a PUE of 1.4 is recorded.
2. If no Green Energy percentage is received, a Green Energy of 70% is recorded.
3. For resellers of Platforms, PUE and Green Energy percentage are to be provided by the Platform.

**Sustainability / Environmental Considerations 3**

Please provide documentation of their sustainability policy, which should cover, where appropriate, environmental management, resource efficiency, and sustainable development goals. This includes any certifications (e.g., ISO 14001) or adherence to sustainability frameworks that guide their business operations and product development.

## Appendix 2 – Pricing Document

Tenderers must refer to **Appendix 2 – Pricing Schedule**, which has been uploaded separately on eTenders.
This document must be used for pricing purposes and must be submitted in Excel format as part of the tender submission.

## Appendix 3 – Tender Response Document

The Tender Response Document (Appendix 3) must be completed in full
**The Form of Tender (Section 3.1 on TRD) must be signed**

## Appendix 4 – Services Contract

**Please refer to separate Appendix 4 – Services Contract, uploaded on eTenders.**

**Available for download as a PDF document – provided for information, only to be completed by successful tenderer.**

## Appendix 5 – Confidentiality Agreement

**Please refer to separate Appendix 5 – Confidentiality Agreement, uploaded on eTenders.**

**Available for download as a PDF document – provided for information, only to be completed by successful tenderer.**

## Appendix 6 – Data Protection Agreement

**Please refer to separate Appendix 6 – Data Protection Agreement, uploaded on eTenders.**

**Available for download as a PDF document – provided for information, only to be completed by successful tenderer.**