

Tender Clarifications					
Competition Reference		IT3554F - Single Supplier Framework for the Provision of an Official Certified Digital Documents System & Related Services for University of Galway			
Issue Date		17.12.2025			
Message ID	Date Received	Query	Response	Message ID	Response Date
567082	16.12.2025	Question 1 What is the expected project start date following contract award, and is there a preferred mobilisation or standstill period before implementation begins?	We would expect the project to start immediately after tender award and 14 day standstill period if successful. The provisional completion date is February 2026 for this tendering process.	568426	17.12.2025
		Question 2 Does the University have a target go-live timeframe in mind (e.g. aligned to an academic year milestone such as registration, graduation, or examinations)?	End of May – in time for June exam results release and conferring.		
		Question 3 Regarding data migration, can the University clarify: • when migration activities are expected to commence • the expected duration of the migration phase, and • whether migration must be completed before go-live or can be phased post go-live?	• As soon as project starts • 2 months • Completed before Go live		
		Question 4 Can the University provide further detail on the quality, structure, and format of the legacy data to be migrated (e.g. data model, metadata fields, file formats, validation rules)?	Metadata fields – there are up to 15 Metadata fields which allow identification of student and searching for different cohorts e.g. all students who graduated from particular course in particular academic year		

			The Transcripts and other files are in PDF format There is no data model, a student is linked to a document (or multiple documents in small number of cases) Validation rules – basic verification to ensure that document matches to correct student, at moment minimal number of students with multiple documents		
		Question 5 Is migration required only from Parchment / Digitary, or are there additional legacy systems or data sources that must also be considered?	Just Parchment/Digitary		
		Question 6 Can the University confirm which document types must be available at initial go-live, and whether any document types may be deferred to later phases?	All should be available ideally at Go Live but certain document types may not be requested until start of new Academic year commences e.g. Registration statement. Transcripts and Diploma Supplements, Graduate Statement, Exams Completion Statement are the documents which are must have from day one as alumni/students can request at any time.		
		Question 7 Does the University expect the supplier to design and configure all document templates, or will the University provide existing templates or branding artefacts for configuration?	We would provide design and need support to ensure it displays correctly on system. In general, we have a prescribed header and footer for each document type. All necessary branding or font information will be provided.		
		Question 8 Can the University confirm whether Edugate SSO is mandatory for all user categories, including alumni and former students, or whether alternative authentication is acceptable for alumni access?	EduGate is mandatory for students or students in process of conferring, when document is issued, we would want their personal email captured and this would be long term authentication mechanism. If we get a document requested from alumni from before Go live of Parchment Digitary then University		

			will manage identification process and issue document to graduate to provided email address.		
		Question 9 For the document ordering and payment workflow, does the University require eligibility checks (e.g. fees, academic status) to occur before payment, or is post-payment validation acceptable?	The University does not require checks before payment, post-payment validation will be conducted in-house		
		Question 10 For analytics and reporting, are there specific metrics or dashboards the University considers critical (e.g. order volumes, verification activity, revenue reporting, audit logs)? Can you please list these down on a priority basis.	Basic metrics required including 1.number of students/graduates downloading or sharing documents directly or via email links 2. number of student/graduate documents added to system including all metadata pertaining to each document and date, time, name of Issuer, document status, etc 3. User / Issuer activity logs 4. Revenue report for Transcript payments 5. Order Report 6. Undelivered Mail report		
		Question 11 For external verifiers (employers, other institutions), does the University require SSO-based access, or is secure email/OTP-based verification acceptable?	Secure email/OTP-based verification is acceptable		
		Question 12 Does the University have a preferred hosting region within the EEA (e.g. Ireland or Northern Europe) for production and disaster recovery environments?	EEA is sufficient		

		Question 13 Does the University have a preference or requirement for integration with any national or sector-wide digital credential wallet, or is the provision of a dedicated institutional digital wallet for students and graduates acceptable as part of the solution?	At this point dedicated institutional digital wallet suffices but we would expect the technology provided to evolve with National and European standards as they become well established		
567599 573020	17.12.2025 05.01.2026	Question 14 Regarding A35, would a change of SSO be required?	EduGate is currently used		06.01.2026
		Question 15 Regarding the solution security section, what is the checklist - do we need to complete questions A63 - A80 if a SOC2 and ISO cert is provided?	As stated in the instruction “If the Tenderer has a valid and appropriately scoped ISO/IEC 27001 certification, SOC 2 Type II (or equivalent) from an accredited external body, <u>they may submit their certificate in lieu of completing the checklist.</u> “ In the case of resellers, the requirements should be answered regarding the vendor they are proposing.		
		Question 16 Where are the Specification C8 details? Further clarification on this question received see below: relates to Licensing Costs on 7_IT3554F - Appendix 2 Additional licensing costs related to the proposed execution of the implementation across the full SDLC (Specification C8) - we do not see Specification C8?	Please see Section C: Technical Implementation, Specification question C8, on page 44 of the Tender Response Document (TRD).		
		Question 17 We kindly ask the University to clarify whether i) the insurance limits set out in Section 2.21.1 are aggregate maximum amounts or not, ii) all the said insurance	i) Employers Liability is any one occurrence & unlimited any one period of Insurance for Irish companies OR <u>the local country legally required limit for companies from other jurisdictions.</u> Public liability cover is any one occurrence &		

	types are required. iii) Can you please clarify why would product liability insurance required? By default, we would not be providing physical products to the University. iv) Would the University be amenable to deviate from the provision set out in Section 2.21.3 in the final agreement? We have hundreds of customers and agreeing to separate notification deadlines for each and every material change to the relevant insurance coverage is , in general, operationally not possible. Further clarification on this question received see below: RFT, Section 2.21 Insurance terms: limits and notification requirements.	unlimited any one period of Insurance. Products Liability is in the Aggregate. Professional Indemnity is any one claim. Cyber Liability is in the Aggregate. ii) Yes with exception outlined below. iii) Generally, in Ireland this cover is bought combined with Public Liability cover. If there is absolutely no physical products provided as part of the contract, the requirement for Products Liability can be waived. iv) This is a standard clause applied on University & various other Tenderers which is in place to protect the Tenderer in the event there are material changes to the policies and the cover remains in force as outlined (examples of material changes would be a reduction of policy limits, significant increases of excesses or reductions of covers etc.) Our recommendation would be that the clause remains however we note that it would be up to the responsible unit to appropriately manage any contractual clauses with the successful tenderer.		
	Question 18 Our business model is based upon the intent to create long-lasting, stable relationship with the customers, agreeing to a fixed term, in general, without a right for TFC available to either Party, and, where the customer would be obliged to pay the annual fees, in advance. These are crucial business terms in the SaaS industry especially in regards to subscription-based services. Would the University be amenable to revisit the concept of termination for convenience for	The University are amenable to minor amendments to this clause which will be agreed with the successful tenderer during award stage, provided the proposed changes do not have the effect of materially modifying essential aspects of the tender or of the public procurement, and do not risk distorting competition or causing discrimination.		

		both the framework agreement and the service agreement? In case of the framework agreement, we suggest the termination for convenience do not affect the validity and effect of ongoing service agreement(s). In case of the service agreement, we would primarily propose to not apply / delete the said provision. If that is not possible, we kindly the University to consider the amendment of the relevant provision in a way that in case of TFC, pre-paid fees shall not be reimbursable by the Service Provider Further clarification on this question received see below: Framework Agreement Section 17, Service Agreement Section 11.1 Termination for convenience of the framework agreement and the service agreement are possible by the contracting authority.			
		Question 19 We are maintaining a robust privacy- and security-framework that is ISO27001 certified and is compliant with the provisions of GDPR. As such, the safety and integrity of our customers' data is of utmost importance to us. That said, however, we have to align our breach detection and notification processes across all our customers. That means that only confirmed and verified data breaches are notified to our customers. Can you please confirm if the realignment of the definition of Incidents would be possible during the negotiation phase? Further clarification on this question received see below:	The University's technical requirements and contract terms have been provided in the tender documentation as part of this open tender procedure. A negotiation phase is not part of this process. Pursuant to public procurement law, the University of Galway is required to adhere to the published contract terms and cannot agree to material changes. While the University may consider minor amendments to their SAAS, any proposed amendments to contractual terms can only be considered with the tenderer having been identified as having submitted the most economically advantageous tender, prior to contract award, and provided the proposed changes do not have the effect of materially modifying essential aspects of the tender or of		

		Software as a Services Contract, Schedule A, Terms and Conditions, Definitions "Incident", Section 33.7., 30.4. An Incident covers all such instances that covers potential incidents and vulnerabilities not the actual, Contractor-confirmed personal data breaches.	the public procurement, and do not risk distorting competition or causing discrimination.		
		Question 20 Due to our global operations, we cannot agree to be bound by "soft laws" or other non-binding regulations or guidances specified by our customers. That would render our operations and compliance efforts untenable. Instead, in line with the industry standards, we agree to comply with the mandatory laws and regulations, certain industry best practices. With respect to compliance with the customers' own internal policies, we generally do not agree to these. In regards to privacy and security policies, we generally offer our own industry-standard policies and ask our customers to review these. Should there be any fine-tuning or remediation measures needed, we welcome to make all commercially reasonable measures in consultation with our customers. Should the University wish to award the contract to us, would it be amendable to consider the use of our privacy- and security policies, or, allow us to review those of the University's? Our internal privacy-, security- and compliance-functions will require time to review such customer policies. The 'wholesale' and automatic application of customer-policies is generally not supported.	Should we award the contract to the relevant vendor, reviewing of the policies can be performed at this stage		

		Further clarification on this question received see below: Software as a Services Contract, Schedule A, Terms and Conditions, Section 5.1, list of Mandatory Policies The Contractor would be required to comply with not only mandatory laws and regulations but recommendations, guidances, practices and certain customer policies as well.			
		Question 21 Please confirm if the clarification referred to in the column on the left would be possible during the negotiation phase? "Especially with respect to liability-, indemnity-, and the core obligations-related provisions, we always seek clarity. Further, to safeguard our company's risk profile, when negotiating the liability-related provisions, we are trying to base our proposed language on the below, default language as set out in Section 11 of our Master Terms and Conditions: ""NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR	Any proposed amendments to contractual terms can only be considered with the tenderer having been identified as having submitted the most economically advantageous tender, prior to contract award, and provided the proposed changes do not have the effect of materially modifying essential aspects of the tender or of the public procurement, and do not risk distorting competition or causing discrimination. Please note significant changes to the Indemnity section of the University's SAAS would constitute a material change and therefore not permitted.		

		INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 16.1 OR CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.'" At the post award stage, would the University consider negotiating the details of Section 6 of the Services Agreement by e.g. considering the adaptation of the said Section 11 of our MTCs in accordance with Irish laws of course, and/or carving out loss of data, loss of opportunity, consequential damages and utilizing a cap basis reflecting the actual amounts paid by the customer annually and possibly introducing privacy-, and DPA-specific provisions and a super cap? We cannot agree to unlimited and/or unclear liability- and indemnity provisions. Further clarification on this question received see below: Software as a Services Contract, Schedule A, Terms and Conditions, Section 5.1 The Contractor has to take all reasonable steps not to introduce Viruses into the Customer's network and information			
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		systems via the Services or Software or otherwise. This provision and the related ones require clarification / fine-tuning as service providers do not control the environment and internal systems of the customers or the internet in general. We, however, employ commercially reasonable security measures and do not knowingly introduce viruses to the saas services or the relevant deliverables. Continued from Especially - Software as a Services Contract, Schedule A, Terms and Conditions, Section 6. The provisions of liability do not expressly exclude loss opportunity and consequential (or punitive) damages/claims. Further, it is not entirely clear whether any breach of the applicable DPA (or the agreement's data processing-, security-provisions) and the applicable data protection laws would also fall under the scope of the LOL cap set out under Section 6.5.			
		Question 22 By default all content and data uploaded to and processed via our SaaS services shall remain the property of the customer. However, any report or material, document that relies on or uses our IP shall only be subject to a specific license granted to our customers. This would apply to e.g. training guides or user manuals. The digitized transcripts or diplomas, badges would be the customers' property (safe for e.g. the existing algorithms used to verify the relevant credentials). Is there a way to make the relevant distinctions during the	We can make relevant distinctions at award stage. Allowing the use of summarised data would also have to be discussed at that stage to understand what data is involved and usage made of it.		

		negotiation phase? Also, providers customarily retain the right to use certain de-identified, statistical or analytical data for their own purposes. These are not personal data and are not or no longer associated with the customer or the end users. We would also like to add the relevant provisions to the agreement, if the University chooses to award the contract to us. Please confirm if this would be acceptable Further clarification on this question received see below: Software as a Services Contract, Schedule A, Terms and Conditions, Section 7. All rights and interests in the Materials and Deliverables shall be vested in the customer. This does not differentiate between custom-, and non-custom deliverables which would be important for us.			
		Question 23 As each provider may maintain different privacy-, and security frameworks, we kindly ask the University to confirm if the amendment and fine-tuning of the audit-related provisions of the agreement would be possible? Further clarification on this question received see below: Software as a Services Contract, Schedule A, Terms and Conditions, Section 9.8. The Contracting Authority's audit right is not expressly limited to those data sets, databases and systems that contain information and data related to the Contracting Authority and its end users. In	This could be discussed at Award stage		

		line with our centralized audit processes, we would like to propose amendments and additions to the said provisions to clarify that i) the exercise of the Contracting Authority's audit right cannot entail access to other Contractor-customers' data, ii) the agent engaged by the Contracting Authority cannot be a competitor of the Contractor and that iii) the Contracting Authority would seek to satisfy its own audit needs, at the first level, by reviewing relevant certifications, audit reports.			
		Question 24 In accordance with Section 14 of our Master Terms and Conditions, we allow the customer to export its own customer data stored within the SaaS services for a period of 3 months following the date of termination of the underlying service agreement. Afterward, we delete the said customer data. Any further support shall generally be subject to a separate agreement between the Parties. Please confirm if this more restricted approach to post-termination assistance is sufficient for the University or further support would be needed? In case of the latter, would the University be amenable to pay for the additional support? Further clarification on this question received see below: Software as a Services Contract, Schedule A, Terms and Conditions, Section 11.9. The post-termination measures set out in the Service Agreement are not in line with our post-termination assistance offering.	This Post termination support is sufficient		

		Question 25 While we always seek to duly consider the wishes of our customers when it comes to appointing or replacing our personnel working on the customer's project or account, for operational purposes, we cannot agree to provide discretionary rights to our customer over the replacement or appointment of our personnel. That would be in conflict with our rights and obligations as employers as well. Would the University be amenable to re-negotiate the provisions around engaging and replacing our personnel working on the customer's project, should we be awarded the contract under this RFP? Further clarification on this question received see below: Software as a Services Contract, Schedule A, Terms and Conditions, Section 27.1 The Contracting Authority shall have absolute discretion as to the suitability of any proposed replacement key personnel of the Contractor.	The University are amenable to minor amendments to this clause which will be agreed with the successful tenderer during award stage, provided the proposed changes do not have the effect of materially modifying essential aspects of the tender or of the public procurement, and do not risk distorting competition or causing discrimination.		
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