



Clarifications - 1

Coimisiún na Meán received the following clarification questions for RFQ HRMS. Our response is outlined below:

Message Ref No	Question	Contracting Authority Response
776994	1. Sub-processor changes (Appendix 2, Clause 12.9(a)) Clause 12.9(a) provides that where the Client objects to a new sub-processor on reasonable data-protection grounds, "the Contractor shall not appoint the sub-processor until the objection is resolved." Could the Contracting Authority confirm that this is intended as a good-faith consultation mechanism rather than an indefinite veto, and that the Contractor may proceed with the deemed-consent process set out earlier in the same clause (30 days' notice, 15 days to object) where the objection cannot be resolved within a reasonable timeframe (e.g. 30 days)?	1. The matters raised regarding the application of Clause 12.9(a) will be considered, where appropriate, during contract finalisation with the successful Tenderer. No change to the tender documentation is proposed at this stage.
	2. Audit rights (Appendix 2, Clauses 5.6–5.8) Clause 5.6 provides for a client audit right on 7 days' notice, without any requirement for cause, capped at once per calendar year. Clause 5.7 already allows the Contractor to satisfy this requirement via third-party certifications (e.g. SOC 2 Type II, ISO 27001) in lieu of an on-site audit. Can the Contracting Authority confirm that, given the multi-tenant nature of a SaaS platform, the Contractor's provision of its current, valid SOC 2 Type II report and ISO 27001 certificate will normally be treated as satisfying the annual audit requirement, with an on-site/remote audit reserved for cases where those reports do not address the specific concern raised?	2. The matters raised will be considered, where appropriate, during the contracting stage with the successful Tenderer. No change to the tender documentation is proposed at this stage.

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	3. Cornerstone LMS integration (TRD, Section D.1, Requirement 4) Requirement 4 asks tenderers to describe automatic creation and deactivation of Cornerstone LMS accounts triggered by HRMS user changes, "without manual intervention." Can the Contracting Authority confirm that this requirement would be satisfied by a standardised, documented REST API / webhook-based integration between the HRMS and Cornerstone (built and configured as part of implementation, and costed accordingly), rather than requiring a pre-built native, plug-and-play connector between the two specific systems?	3. Requirement 4 requires tenderers to describe how their proposed solution will achieve the automatic creation and deactivation of Cornerstone LMS accounts without manual intervention, including the integration method.
	4. Change of Control (Appendix 2, Clause 3.3) Clause 3.3 includes a bracketed provision under which an unconsented Change of Control of the Contractor could constitute a termination trigger. As this text appears in square brackets, could the Contracting Authority confirm whether it is intended to form part of the final executed contract and, if so, whether the Client would agree that consent to a Change of Control "shall not be unreasonably withheld or delayed" and that notice of a Change of Control (rather than prior consent) would suffice where the change does not materially affect service delivery?	4. The matters raised will be considered, where appropriate, during contract finalisation with the successful Tenderer. The tender documentation remains unchanged.
780842	5. Please can you confirm when you are wanting to go live with the new platform and when does your current platform expire?	5. The current contract expires at the end of November 2026, with the provision of month-to-month extensions. We are hoping to go live

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		before the end of 2026.
783541	6. How would you like us to respond to Yes/No questions where there is a partial answer? For example, one question in the TRD is: “The solution shall support integration patterns with Microsoft 365 E5 services where applicable (e.g. Teams, Outlook, SharePoint and Power BI connectivity)” - The Answer is that Personio provides an integration to Teams and Outlook, but not to Sharepoint or PowerBI - making a Yes/No answer incomplete either way. For: Option to implement flexi time with customisable rules.	6. In this case please select ‘Yes’ and write a clarification comment underneath outlining the elements that the system does not integrate with. Please note that available third-party integration tools are applicable.
	7. Could you provide a few examples of the types of cases you would expect to manage, including the categories or classifications you would need to configure? For example, are you referring to employee relations cases such as grievances or disciplinary matters, whistleblowing cases, or other types of organisational cases? For: The solution must provide automated deletion following defined retention periods.	7. We expect to manage employee relations cases associated with absenteeism, performance issues, grievances and disciplinary issues. Whistleblowing is dealt separately and outside of the HRMS.
	8. Could you give us a couple of examples of how your flexible working schedules need to work in practice? For example, are employees able to start within a flexible window such as 8am–10am, and are there specific rules around breaks or other working-time requirements that we would need to accommodate? For: Ability to configure and maintain case types, categories and related classifications	8. Our flexi system operates based on core working hours applicable to all staff and certain flexible hours that staff can work in a staggered manner within

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	to support organisational case management requirements.	one week, depending on individual preference. There is a mandatory break after 4.5h of work. We require the system to accommodate the ability to enter flexible working hours and breaks by staff themselves, with clear visibility of total weekly hours for management oversight and approval.
	9. What specifically do you want auto deleted?	9. We would like to have the ability to auto delete certain categories of personal data and documentation after a specific period of time in line with the retention schedule. For example, leave records and medical certificates.