

## CLARIFICATION DOCUMENT

This clarification document contains answers to all the questions raised to-date

|                                         |                                               |
|-----------------------------------------|-----------------------------------------------|
| <b>Contracting Authority:</b>           | Pobal                                         |
| <b>Competition:</b>                     | 0442 GIS Mapping Solution Framework Agreement |
| <b>Procedure</b>                        | Open                                          |
| <b>eTenders Ref:</b>                    | 9199621                                       |
| <b>Closing date for Queries:</b>        | Thursday 22nd October 2026, 11:00am GMT       |
| <b>Closing date for Submissions:</b>    | Monday 2nd November 2026, 11:00am GMT         |
|                                         |                                               |
| <b>Clarification Number:</b>            | 4                                             |
| <b>Issue Date:</b>                      | 20th October, 2026                            |
| <b>This Clarification relates to:</b>   | Question Numbers 7 to 14                      |
| <b>Information on Questions 1 to 14</b> |                                               |

### Question #1

Could you please clarify whether the delivery of the services under this contract requires on-site presence at the client's premises, or whether the services may be performed remotely from the contractor's premises

### Answer #1

The delivery of services under this contract does not require a permanent on-site presence and may be undertaken remotely from the contractor's premises. However, from time to time, attendance at Pobal offices or other agreed locations in Ireland may be required for meetings, workshops, presentations, knowledge transfer, project governance, or other contract-related activities. Any such requirements will be agreed in advance with the successful contractor.

### Question #2

Our company provides custom software, cloud engineering, data, API/integration and automation delivery. We recognise that the framework includes broader GIS-specific and compliance requirements, so rather than misrepresenting our position as a full prime, we are exploring whether specialist subcontracting/consortium delivery is permitted for elements such as cloud infrastructure, integrations, data workflows and application development.

Could you confirm whether subcontracting is permitted under this competition?

### Answer #2

The contracting Authority welcomes participation from SMEs, specialist providers, consortia and subcontracting arrangements where these are structured in accordance with the requirements of the competition. The RFT expressly provides that tenderers may rely on the resources of other entities and may submit as a consortium/joint venture arrangement where

appropriate. Where a consortium/joint venture submits a tender, a single point of contact must be appointed with overall responsibility for delivery.

Tenderers should note that this competition is for a Single-Party Framework Agreement. Accordingly, Pobal will enter into a framework agreement with a single economic operator who will be contractually responsible for delivery of the requirements under the framework, whether using its own resources, consortium members, subcontractors or a combination thereof.

The scope of the framework includes support, development, maintenance and associated GIS services, including infrastructure, platform support, data management, integrations, analytics, governance and ongoing support. The successful contractor is expected to provide an end-to-end solution and demonstrate how all elements of the requirement will be delivered.

Therefore, if your organisation wishes to participate in areas such as cloud infrastructure, integrations, data workflows, automation or application development, this may be proposed as part of a consortium or subcontracting arrangement, provided the tender clearly identifies the proposed delivery model, the roles and responsibilities of all parties, and demonstrates how the overall framework requirements will be met by the lead tenderer.

As with all tender responses, the evaluation will be based solely on the published selection and award criteria and on the information provided in the submitted tender.

### Question #3

I noticed in the 'Confirmation check' section of the TRD, it says 'I confirm that I have opted to provide a completed European Single Procurement Document in place of Selection Criteria / Art. 57'

Do we need to also submit a completed ESPD, or is it enough to complete Art. 57, p 6 onwards?

### Answer #3

No, a completed ESPD is not required if you have completed the Selection Criteria / Article 57 declarations within the Tender Response Document.

The reference in the Confirmation Check section is intended for tenderers who choose to submit a completed ESPD instead of completing the Selection Criteria / Article 57 section of the TRD.

Therefore

- If you have completed the Selection Criteria / Article 57 declarations in the TRD (from page 6 onwards), you do not need to submit an ESPD.
- If you prefer to submit a completed ESPD, this may be provided as an alternative to completing the corresponding Selection Criteria / Article 57 section of the TRD.

Tenderers should ensure that all required exclusion grounds and selection criteria information is provided through one route or the other.

#### Question #4

##### Clarification on Azure Migration Requirements

The Scope of Requirements references "work to migrate the solution to the Cloud (Azure)". However, we have not identified a corresponding detailed requirement within the Technical Requirements section.

Could Pobal please clarify:

- a) whether Azure migration is expected to be delivered as a defined project during the initial contract period;
- b) whether bidders are expected to provide a migration roadmap and supporting capability for migration activities that may be progressed during the contract term; and
- c) whether Azure migration activities form part of the evaluated scope and pricing under this procurement, or are intended as future optional works?

#### Answer #4

- a) The defined migration requirement during the initial contract period relates to the migration of Pobal's existing hosted data to EU.
- b) Bidders must demonstrate ability to migrate data as part of the tender assessment.
- c) This is not an optional piece of work, and it is part of this scope of work

#### Question #5

##### Hosting, licensing and platform access

The RFT references both the current Pobal-hosted GIS environment and future cloud migration activities, while the pricing schedule also requests hosting costs. Could Pobal please clarify:

- a) Whether bidders should assume that the GIS platform, associated infrastructure and ArcGIS licensing will continue to be provided and managed by Pobal/Government infrastructure, with suppliers responsible only for support, maintenance and implementation services, or should bidders include costs for supplier-managed hosting and/or licensing within their pricing submission?

b) Whether supplier-hosted infrastructure is being considered as part of the future operating model, including any migration to Azure.

c) Whether framework suppliers will be provided with appropriate user/administrative access to Pobal's GIS systems and infrastructure to undertake support, maintenance and enhancement activities.

#### Answer #5

a) Pobal confirms that the GIS platform and associated infrastructure will continue to be provided and managed by Pobal and/or through existing Government infrastructure arrangements.

b) Supplier-hosted infrastructure is not currently envisaged as part of the operating model under this framework. The GIS platform and associated infrastructure will continue to be provided and managed by Pobal and/or through existing Government infrastructure arrangements.

c) Pobal confirms that appropriate user and/or administrative access to its GIS systems and infrastructure will be provided to framework suppliers where required for the delivery of support, maintenance and enhancement activities.

#### Question #6

Size of existing GIS estate

In order to estimate future workload, could a summary of the current GIS estate be provided, including ArcGIS Enterprise deployments, ArcGIS Online usage, applications, integrations, user numbers and key datasets that are expected to be supported under the framework?

#### Answer #6

Pobal's current GIS estate comprises an ArcGIS Enterprise Standard environment, including a separate staging environment, together with ArcGIS Online. The current ArcGIS Online subscription includes three Creator users and one Professional user. These figures relate specifically to licensed ArcGIS Online users and should not be interpreted as the total number of users accessing Pobal's GIS applications and services

The GIS estate supports Pobal Maps (which contains 30 Hosted Feature Services, 1 Dashobard, 1 Storymap 1 Hub Site, 5 Web Maps) and associated GIS applications and services. The current architecture includes a Pobal Maps database, data services, ArcGIS Enterprise, Experience Builder applications, Esri Dashboards and Esri Web Maps. The environment also makes use of Esri World Geocoding and third-party mapping services. Key datasets currently supported include the Pobal HP Deprivation Index, Census and associated demographic data, administrative and programme-related spatial datasets, and administrative boundary/geographic datasets.

For indicative purposes, Pobal currently consumes approximately 12,000 ArcGIS Online service credits annually. Actual usage may vary depending on operational requirements.

The above provides an indicative overview of the current GIS estate for tendering purposes. The applications, datasets, services and associated usage may evolve over the lifetime of the framework.

#### Question #7

##### Termination and refund of prepaid software charges

Clause 3.5 of the Framework provides that, on termination, prepaid fees relating to Services to be provided after termination are to be refunded. Please confirm that this obligation will not apply to software licences, subscriptions, maintenance or other third-party charges which are non-cancellable or non-refundable, or which have already been purchased, committed or paid for by the Service Provider for the relevant licence or subscription period.

#### Answer #7

Pobal does not propose to amend Clause 3.5 of the Framework Agreement. Tenderers should submit their tenders and pricing on the basis of the terms set out in the published Framework Agreement.

The treatment of fees on termination will therefore remain as set out in Clause 3.5. Tenderers should ensure that any third-party licensing, subscription, maintenance or other arrangements proposed as part of their solution are compatible with the contractual requirements of the Framework Agreement.

#### Question #8

##### Service Provider's Systems / third-party systems

The definition of "Service Provider's Systems" in the Framework includes software and infrastructure used by or for the Service Provider in connection with the Services. As certain software and associated systems used in delivering the Services may be proprietary to, operated by or under the control of third-party licensors/providers rather than the Service Provider, please confirm that "Service Provider's Systems" is limited to systems owned, operated or controlled by the Service Provider and does not include systems, software or infrastructure owned, operated or controlled by a third-party licensor or provider.

#### Answer #8

Pobal confirms that the definition of "Service Provider's Systems" does not imply ownership by the Service Provider of third-party proprietary software, systems or infrastructure. The Framework Agreement separately recognises Third Party Products, Third Party Providers and Background Intellectual Property owned or licensed by third parties.

However, Pobal does not propose to amend the definition of "Service Provider's Systems". Where third-party systems, software or infrastructure are used by or for the Service Provider in connection with the Services, the Service Provider remains responsible for ensuring that

its use of those third-party products or services enables it to comply with its obligations under the Framework Agreement.

#### Question #9

Esri software licensing terms

Please confirm that any proprietary Esri software supplied under the Framework will be licensed under the applicable Esri software licence terms, which shall solely and exclusively govern the licensing and use of that software.

#### Answer #9

Pobal confirms that proprietary Esri software supplied or made available in connection with the Framework will remain subject to the applicable Esri software licence terms governing the licensing and permitted use of that proprietary software. The Framework Agreement does not transfer ownership of third-party proprietary software or intellectual property to Pobal.

However, Pobal cannot confirm that third-party licence terms will solely and exclusively govern all matters relating to the provision of the Services. The requirements and obligations of the RFT and Framework Agreement will continue to apply to the Service Provider's delivery of the Services under the Framework

#### Question #10

IP infringement – clause 7.8

Clause 7.8 of the Framework applies where any of the Services “infringes or is likely to infringe” a third party's Intellectual Property Rights. The concept of being “likely to infringe” is uncertain and could require the Service Provider to take remedial action in the absence of any actual infringement. Please confirm that the words “or is likely to infringe” can be deleted.

#### Answer #10

Pobal does not propose to delete this provision. The intention of Clause 7.8 is to enable appropriate remedial action to be taken where there is an identified or reasonably anticipated third-party intellectual property infringement issue, rather than requiring Pobal to wait until an infringement has been finally determined.

The provision does not alter the ownership of any third-party proprietary intellectual property or software. Where an issue arises, the remedies available under Clause 7.8 remain as set out in the Framework Agreement.

#### Question #11

Liability

Clause 11.1 of the Framework provides for a general liability cap of 250 percent of the total cumulative value of the Agreement and excludes liabilities under clauses 4.6, 6, 7.6, 13 and

19.2 from that cap. Please confirm that the Service Provider's aggregate liability may instead be limited to 150 percent of the applicable annual charges payable under the Agreement, with liability under clause 13 (Data Protection) subject to a separate aggregate cap of €500,000, save for liabilities which cannot lawfully be limited or excluded.

#### Answer #11

Pobal has considered the clarification request and does not propose to amend the liability provisions set out in Clause 11.1 of the Framework Agreement.

Tenderers should therefore submit their tenders on the basis of the liability provisions, caps and exclusions set out in the published Framework Agreement.

#### Question #12

EEA data processing / existing ArcGIS Online environment

The RFT requires all processing, storage and access to personal data to occur within the EEA. We understand that Pobal's existing ArcGIS Online environment is currently hosted in the USA and that migration to an EU-hosted environment may form part of the proposed solution. Please confirm that the EEA processing, storage and access requirement will apply to the solution following completion of any agreed migration and will not prevent the successful Tenderer from providing transitional/migration services in respect of Pobal's existing environment.

#### Answer #12

Pobal confirms that the requirement that all processing, storage and access to personal data by the successful tenderer must occur within the EEA remains applicable.

As confirmed in the response to Question #4, migration of Pobal's existing hosted data to the EU is a defined requirement within the scope of the initial contract, and bidders must demonstrate their ability to undertake this migration.

The requirement does not prevent the successful Tenderer from undertaking the necessary transitional and migration activities in respect of Pobal's existing environment. However, any processing of, storage of, or access to personal data by the successful Tenderer in carrying out those activities must comply with the EEA requirements set out in the RFT.

#### Question #13

Pricing Schedule / annual rate changes

Given that the Framework may operate for a maximum period of four years, please confirm whether the rates and prices entered in the Pricing Schedule are required to remain fixed for the full Framework term or whether different rates/prices may apply in Years 1, 2, 3 and 4. If annual variations are permitted, please confirm how these should be presented in the Pricing Schedule, given the requirement not to amend the tender templates.

#### Answer #13

Pobal confirms that Tenderers may provide separate rates and prices for Years 1, 2, 3 and 4 of the Framework Agreement where they anticipate changes in pricing over the duration of the Framework. The rates and prices submitted for each year will be the maximum rates and prices applicable for that respective year.

For the purposes of this clarification, the Pricing Schedule contained in the TRD is supplemented by the table below. Tenderers should complete the table below for Years 1, 2, 3 and 4 and include the completed table with their Tender Response Document. No other amendments should be made to the Pricing Schedule or TRD.

For evaluation purposes only, the Total Evaluated Cost will be calculated over the full four-year Framework period as follows:

- the total of all annual costs in Table 1 for Years 1, 2, 3 and 4; plus
- the total cost of one day for each role/position listed in Table 2 for each of Years 1, 2, 3 and 4.

The quantities used for the evaluation of the professional services day rates are for evaluation purposes only and do not represent a commitment or guarantee by Pobal to purchase any particular number of days or volume of services under the Framework.

For the avoidance of doubt, the pricing instructions set out in this clarification take precedence over the corresponding pricing instructions in the TRD to the extent of any inconsistency.

| TABLE 1                           | Year 1<br>€ Price Excl.<br>VAT | Year 2<br>€ Price Excl.<br>VAT | Year 3<br>€ Price Excl.<br>VAT | Year 4<br>€ Price Excl.<br>VAT | Note                                                                                                           |
|-----------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------|
| Desktop GIS Software & Extensions | €                              | €                              | €                              | €                              | Required GIS software subscriptions and licences (including any associated extensions e.g Spatial Analyst etc) |
| ArcGIS Online                     | €                              | €                              | €                              | €                              | User types, credits and associated subscriptions                                                               |
| ArcGIS Enterprise                 | €                              | €                              | €                              | €                              | Enterprise software, maintenance and associated components                                                     |
| Hosting                           | €                              | €                              | €                              | €                              | Hosting and infrastructure costs, where applicable                                                             |

|                                           |                                                            |                                                            |                                                            |                                                            |                                                                                                                                |
|-------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Support and Maintenance                   | €                                                          | €                                                          | €                                                          | €                                                          | Software assurance, upgrades, patches, routine maintenance, configuration assistance and ongoing technical/application support |
| <b>TABLE 2</b>                            | <b>Professional Services Daily Rates (7.5h/day) Year 1</b> | <b>Professional Services Daily Rates (7.5h/day) Year 2</b> | <b>Professional Services Daily Rates (7.5h/day) Year 3</b> | <b>Professional Services Daily Rates (7.5h/day) Year 4</b> |                                                                                                                                |
| Contract Manager / Account Manager        | €                                                          | €                                                          | €                                                          | €                                                          | Daily rate (7.5h/day)                                                                                                          |
| Project Manager                           | €                                                          | €                                                          | €                                                          | €                                                          | Daily rate (7.5h/day)                                                                                                          |
| GIS Solution Architect                    | €                                                          | €                                                          | €                                                          | €                                                          | Daily rate (7.5h/day)                                                                                                          |
| Business Analyst                          | €                                                          | €                                                          | €                                                          | €                                                          | Daily rate (7.5h/day)                                                                                                          |
| GIS Developer                             | €                                                          | €                                                          | €                                                          | €                                                          | Daily rate (7.5h/day)                                                                                                          |
| SQL Database Admin                        | €                                                          | €                                                          | €                                                          | €                                                          | Daily rate (7.5h/day)                                                                                                          |
| Infrastructure / Cloud Services Architect | €                                                          | €                                                          | €                                                          | €                                                          | Daily rate (7.5h/day)                                                                                                          |
| Test Analysts                             | €                                                          | €                                                          | €                                                          | €                                                          | Daily rate (7.5h/day)                                                                                                          |

#### Question #14

Could we kindly request an extension on the bid deadline and queries deadline due to the breadth of services requested, approvals and governance required to review the tender

#### Answer #14

The Contracting Authority has considered the request. In order to maintain the overall procurement timetable, the tender submission deadline and clarification deadline will not be extended. The published deadlines remain unchanged.