

**OFFICE OF THE REVENUE COMMISSIONERS
IRELAND**

**Request for Tender
for
Participation in a Multi-Supplier Framework Agreement for
Adobe Flex Resources (including UX Expert)**

Important Note

Completed tenders must be received no later than:

15.00 hours (3 p.m.) on 22nd April 2009.



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1 Introduction

1.1 Revenue

The Office of the Revenue Commissioners (referred to below as “Revenue”) is the taxation authority for the Republic of Ireland. It is responsible for the administration, assessment and collection of taxes and duties and for implementing import and export controls. It also performs work on behalf of other Government departments. It employs approximately 7,000 staff located in 130 offices throughout the country. The net receipts collected in 2007 were in excess of €47 billion.

Information on current business programmes is available in the most recent Annual Report (2007) and Statement of Strategy 2008 - 2010. These are available from the Revenue website at

http://www.revenue.ie/en/about/publications/annualreport_2007/foreword.html and

<http://www.revenue.ie/en/about/publications/statement/sos08-10/index.html>

There is an effective ‘24 x 7’ public on-line service for customers via Revenue On-Line Service (ROS) and associated channels such as text messaging.

Central to the business strategy is the continued use and evolution of common back-office and public-facing applications as described below.

1.2 Nature of Work

Revenue’s primary applications for taxation, customs and excise reside within the Integrated Taxation Services (ITS) and Revenue On-Line Services (ROS) frameworks. An intervening layer, the Revenue Integration Service, provides the store and forward and message translation facilities between ROS and other communication channels and the ITS core (ITS includes ITP and CRS). The architecture of the ITS/ROS framework is analogous to integrated banking/enterprise resource planning systems.

Work can be broken into a number of categories:

- Live system support
- Cyclical tasks such as the annual Budget/Finance Act changes
- Tax calendar peaks such as Income Tax Pay & File – see 2.3
- Annual enhancement releases for ITS and ROS applications
- New projects

1.3 External Support Strategy

Revenue pursues a multi-service provider strategy to provide external services and support across its full range of ICT activities. In tandem, Revenue is growing in-house skills and will in all cases retain control of the strategy and architecture aspects of projects.

The successful Tenderers, and the personnel supplied by them, will agree to conform to Revenue standards for project management, development methodologies and reporting procedures.

1.4 This Tender

This tender is to establish a multi-supplier Framework¹ agreement by pre-selecting a panel of Service Providers to compete for the supply of Adobe Flex resources (including UX Expert) to Revenue.

The resources are required for the development and support of **PAYE anytime**, which is Revenue's on-line service for Pay-As-You-Earn customers. We are currently in the process of redeveloping our HTML based website into a new Adobe Flex based on-line application. The first phase of development is due to go live over the next few months, and it is planned to further develop this application over the next few years.

Further details on PAYE anytime are available from
<http://www.revenue.ie/en/online/pay-anytime.html>

Call down of resources from this panel will be by way of "mini-tenders" which will be shaped to meet Revenue's requirements from time to time. Tenderers must be able to flexibly meet requirements which may be on a fixed price basis, Time and Material (T&M) basis or a combination of both. Requirements may be for individual resources or for teams.

¹ The term "Framework" is used as specified in Directive 2004/18/EC as implemented by SI 329 of 2006. It is spelt with a capital "F" in this document to avoid confusion with other uses of the word. See Appendix F for more details on Framework agreements.

1.5 Timelines

The term of this Framework agreement will be for two years with the option to renew for up to one further year.

Revenue reserves the right to exclude particular functions from the award of contract, and to make arrangements independently to meet those requirements, including the engagement of third parties.

Personnel supplied by the successful Tenderer(s) will, as the need arises, be required to work and co-operate fully with such third parties, or any others designated by Revenue.

2 Background

2.1 Common Taxation Frameworks

Revenue takes a consolidated cross-tax head approach to dealing with the wide range of taxes and duties for which it is responsible. This is supported by an integrated set of common frameworks and software applications,

The software and the business processes which it supports are constantly being evolved in response to mandatory EU, government and other stakeholder requirements, and Revenue business strategy.

2.2 PAYE

The PAYE (Pay As You Earn) system is a method of tax deduction under which a person's employer calculates the tax due and deducts it each time a payment of wages, salary, etc. is made to an employee. It also includes the collection of PRSI (Pay-Related Social Insurance).

"**PAYE anytime**" is Revenue's on-line application, which allows users to apply for new tax credits and to declare additional incomes, or to amend their existing tax credits and incomes. Users register through Revenue's website, <http://www.revenue.ie/> and access PAYE anytime by supplying their PPSN (Personal Public Service Number), a security question and their PIN.

2.3 Peak Times for PAYE

The peak times for PAYE are concentrated at the start of each calendar year, which coincides with the issuing of Employer and Employee PAYE tax credit certificates in January and February.

2.4 Governance and Projects

Projects are conducted under the guidance and direction of Project Boards. Project Boards report to the Management Advisory Committee (MAC) or IT Executive (ITEX) depending on whether the project is regarded as having primarily a business or technical focus. Boards are chaired by an Assistant Secretary from a business area and include representatives from relevant business and ICT areas. Note that purely architectural projects report to the Director of ICT.

2.5 Revenue's ICT Organisation

ICT work in Revenue is primarily the responsibility of a central Division, the ICT & Logistics (ICT&L) Division. It maintains teams with a nucleus of deep technical skills across the various Branches shown below, together with an experienced senior management layer:

- **Data Centre** Strategy/Architecture/Business Project Support Technical Services Business Services
- **Application Management** Vendor & External Services Management Quality Assurance & Testing Release Management & Live Support
- **Application Development** ITS/ROS frameworks & Common Services Integrated Case Management Business Intelligence & Information Management
- **Divisional Administration/HR/Training & Internal Systems**
- **Projects**
- **Logistics including Accommodation, Health and Safety (non ICT)**

The need to constantly up-skill and refresh skills of existing staff is recognised. In addition a programme is under way to recruit on the open market new Revenue staff that will need to acquire the appropriate skills.

2.6 Major Applications

ITS includes the Integrated Taxation Processing (ITP) and Common Registration System (CRS), together with the integration and ETL layers which link these applications with other environments such as case management and business intelligence.

ITP is the central back-office 'transactional' application. It is a single, shared system for the issuing of returns, the processing of returns and payments, and the main collection activities for all the major taxes. It currently caters for twenty different taxes and duties.

Revenue's On-Line Service (ROS) provides a full range of pay and file facilities. Payments can be made by a variety of methods. The Customer Information Service gives customers a secure and wide ranging view of their interactions with Revenue. Security and confidentiality are ensured through the use of Public Key Infrastructure (PKI) and digital certificates for self employed and Business customers. PAYE customers register with Revenue to receive a PIN number that allows them to add or amend their tax credits and incomes on-line.

2.7 Standards

The Revenue Development Methodology (RDM), which is Revenue's in-house methodology for developing and enhancing our information systems, is being used across the majority of projects. It uses a subset of the Capability Maturity Model Integration (CMMI) approach. Service providers will be expected to work within the confines of this development methodology and are encouraged to improve its processes where necessary.

2.8 Tools and Technologies

ROS is primarily Java/Weblogic based. ITP and CRS applications are built on a COBOL/C/Tuxedo architecture (with the front-end client built using OpenROAD). These applications are increasingly sharing Java based screens and components with ROS. There is also a range of ActiveX components and products such as Adobe Acrobat and DOC1 included in the ITS framework.

Revenue currently uses Java 1.4 and Java 5 running on BEA WebLogic Server 8.1 and 9.2. These applications use a number of open-source frameworks

Revenue systems run primarily on a range of SUN hardware, including top-end E20K servers. Storage is provided by an EMC Storage Area Network, with Xerox for enterprise printing. Cisco is the main network and VoIP provider.

MS Project is the primary tool used for project management.

2.9 Development Languages

Java is the Revenue computing language of choice, with Java EE (formerly J2EE) and Services (SOA) providing our strategic architecture, environment and direction. It is intended to develop existing applications that are based on COBOL/C/Tuxedo, but will focus on Java EE where practicable. *PAYE anytime* is Revenue's first application designed using Adobe Flex. The application uses LiveCycle Data Services to connect to Revenue's Java backend.

3 Specification of Requirement

3.1 Prospective Tenderers

Tenderers responding should have a proven track record and/or demonstrated ability or experience in the provision of relevant ICT expertise. They should have the ability to supply personnel with the skills/expertise and experience required by this RFT, including the ability to supply them at short notice, and ideally have a proven track record in this.

3.2 General Categories Required

The personnel may work to Revenue managers, non-Revenue managers from external Service Providers or other third parties. Personnel will be expected to facilitate skills transfer to Revenue staff where appropriate. One or more of the following primary categories (see also Appendix F) may be required:

- ***Architects (Level 3)***

Typically with more than five years' experience (of which at least two years should be with Flex). Architect's functions will include a design role within existing and new systems.

- ***Senior Developer / Analyst Developers (Level 2)***

At least two years' Flex experience, (ideally at least one in analyst/senior role) ideally in a structured team environment. Excellent understanding of the technical environment. Ideally, with experience of mentoring and team leading. Formal qualification, preferably at degree level, and/or certification achieved. Potential to take lead role in team.

- ***Developers (Level 1)***

At least one year's relevant experience in web technologies, with proven exposure to Flex development.

- ***UX Expert / Visual Designer (Level 2 or above)***

At least three year's relevant experience in web design.

These definitions, and the further clarification in Appendix F, should be used for the purposes of supplying costs in your response.

3.3 Skills/Expertise required

It is essential that the Flex resources would have significant Flex programming experience in developing and delivering Flex applications at an enterprise level including experience in Cairngorm. Ideally in addition to this, the resources should have:

- Significant Java based UI development and web technology experience.
- Experience with Flex component development along with Flex skinning and styling.
- Experience using Adobe LiveCycle Data Services and/or Blaze Data Services.

It is essential that the UX Expert would have significant experience in interface design and good working knowledge of Adobe Photoshop. Ideally in addition to this, the resources should have:

- Proven experience in user centric design with strong visual design skills.
- Experience incorporating feedback from usability testing and optimizing site design for business results.

3.4 Numbers Required

It is not expected that the numbers required over the lifetime of this Framework will exceed single figures. Depending on requirements from time to time, resources may be sought on a team basis, or individually. It is anticipated that if a team is required an indicative structure would be one Architect, two Senior Developers (Analyst Developers), two Developers and one UX Expert.

3.5 Skills Transfer

Skills transfer to Revenue staff is a key element of Revenue ICT strategy, and is a requirement for all people engaged.

3.6 Induction Procedures

Tenderers should state how they intend to induct new personnel. New recruits to projects are expected to have some Revenue and technical knowledge acquired before joining the project. Any impact on costing or timeframes should be clearly shown.

3.7 CVs

Tenderers should note that as part of the mini-tender (“drawdown”) phase, and prior to the supply of personnel under the Framework agreement, detailed Curriculum Vitae for each person proposed for assignment will be required. As part of their response to this RFT, Tenderers are asked to include a sample comprehensive CV for each of the Levels, including the UX Expert. While it is accepted that the Tenderer is not proposing any particular person at this stage, the CV should be authentic and be closely representative of the personnel that the Tenderer is likely to propose at the drawdown stage. The costs quoted in the Costs Response Template (Appendix B) should equate to the person for whom the CV is provided, or a person very closely equivalent.

Tenderers should provide, where possible, evidence in the response of having a successful track record of providing personnel with relevant skills. In this regard, Tenderers should, in providing evidence of their track record, supply precise and comprehensive details of the relevant personnel previously supplied, including a description of the environment and the relevant tools/technologies (and versions where relevant).

4 Notice to Companies Tendering

4.1 General

While detailed contractual arrangements are not within the scope of this document, the following conditions apply in respect of this tender, and should be noted in the response document.

4.2 Tender Response

Responses to this RFT must be complete and must conform to all conditions raised within this RFT. In particular, the attention of prospective Tenderers is drawn to **Section 5** (Responding to the RFT) and **Section 6** (Schedule of Costs) of this document. Tenders must be completed in accordance with the format specified and must be in the English or Irish language. Failure to comply will render the tender proposal invalid.

4.3 Proposals

Four (4) printed copies of the tender and one electronic copy (on CD in PDF format) in a sealed envelope or suitably parceled and clearly marked on the front right hand corner, "RFT Framework for Flex" and showing the name and address of the tendering organisation on the front of the envelope should be delivered to:

Mr. Frank Burns
Revenue Commissioners,
ICT&L Division
Castle View
52-57, South Great George's Street,
Dublin 2,
Ireland.

To arrive no later than 15.00 hours (3 p.m.) local time, on April 22nd, 2009.

It is the responsibility of the tendering parties to ensure submissions are received by Revenue on time and during business hours only (Monday to Friday 09:15–17:30). Tenders submitted after the deadline will be automatically rejected. Once a tender is received, modifications cannot be made.

Acknowledgements will be given to each tender received.

4.4 Hand Deliveries

Tenderers are requested to make their own arrangements to obtain proof of delivery by, for example, obtaining a receipt. Tenders submitted by fax or e-mail will not be accepted. It is the responsibility of the Tenderers to ensure that the tender is delivered on time.

4.5 Late Tenders

Late tenders will be endorsed with the time and dates received, and then returned.

4.6 Opening of Tenders

Tenders will be opened in the presence of at least three authorised people.

4.7 Tender Evaluation

Revenue may, as part of the evaluation of tenders, require Tenderers to make a presentation of their proposals, or to interview key project personnel at short notice following the closing date for receipt of tenders. Tenderers will be required to bear their own costs in respect of any such presentations or interviews.

4.8 Non-Disclosure

Revenue requires that Tenderers will treat all information provided in connection with this RFT, in strict confidence. The successful Tenderers will be required to sign a formal confidentiality/non-disclosure agreement.

All information provided by Tenderers will be treated in confidence by Revenue except for disclosures that may be required under prevailing Freedom of Information, EU and Public Procurement Regulations or policies.

4.9 Contractually Binding Information

Revenue requires that all information provided pursuant to this RFT will be treated as contractually binding. Revenue, however, reserves the right to seek clarification or verification of any such information. Therefore, information provided in proposals and in subsequent clarification discussions and written communications between the parties including prices, contractual options, availability dates and services offered by the Tenderer will be considered to form the basis of any contractual arrangements in the event of a proposal or proposals being accepted by Revenue. The following will form part of the contract documents:

- This tender documentation.
- Tenderers responses to the tender documentation.

- Modifications and amendments to the above documents formally agreed in writing between the parties to the contract.
- The final terms and conditions agreed between the parties to the contract.

No contract shall be deemed to exist between the parties until formal confirmation has issued from Revenue accepting the proposals of the successful Tenderer.

Revenue reserves the right to update or alter any details in this document at any time.

4.10 Copyright

This document and its appendices remain the property of Revenue.

4.11 Intellectual Property Rights

The sole and exclusive ownership of all Intellectual Property rights in any Developed Software (including the source code to such software), the bespoke documentation and Operating Manuals concerning the System and the Deliverables relating to such software and documentation shall transfer and vest in Revenue on delivery. The sole and exclusive ownership of all Intellectual Property rights which may arise in or in relation to any data resulting from the provision of the Services, the System or the Deliverables shall transfer and vest in Revenue on creation.

The Service Provider shall deliver to Revenue, on the successful acceptance of each deliverable, any developed software, and source code of the developed software in a form approved by Revenue's Project Manager and sufficiently commented to enable an appropriate and reasonably skilled developer to correct, modify and enhance the Developed Software.

4.12 Award of Contract

Revenue does not bind itself to accept the lowest or any tender. It reserves the right to reject in whole, or in part, any or all tenders received. Revenue reserves the right not to proceed with the creation of a Framework panel and/or not to award any contracts to any or all of the members of the Framework panel.

4.13 EU Council Directive

A statement from the Tenderer and any third parties must be provided relevant to the excluding circumstances of Article 45, Paragraph 1 and 2 of EU Council Directive 2004/18/EC (Coordinating procedures for the award of public works contracts, public supply contracts and public service contracts). See Appendix D for more details.

4.14 Consortium Bid

In the event of a consortium (group of Tenderers acting jointly) submitting an acceptable offer, Revenue will conclude an agreement with one Tenderer who acts as the agreed principal Tenderer on a one-to-one direct contractual basis, and their response should provide comprehensive and conclusive proof of their ability in this specific regard. The principal Tenderer is responsible for the delivery of all services provided for under the terms of the contract and shall assume all the duties, responsibilities and costs associated with the position of principal Tenderer.

4.15 Conflicts of Interest

Any conflicts of interest involving a Tenderer² must be fully disclosed to Revenue, particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the Tenderer.

4.16 Registerable Interest

Any registerable interest involving the Tenderer and members of the Government, members of the Oireachtas, or employees of Revenue and their relatives, must be fully disclosed in the response to this RFT or, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract, it should be communicated to Revenue immediately upon such information becoming known to the Tenderer.

The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995.

4.17 Copies of this document

An electronic copy of this RFT will be available through the following websites:

- <http://www.ojec.com/>
- www.etenders.gov.ie

Any clarifications to queries will be published through the eTenders website.

² All references to *Tenderer* or *Service Provider* hereafter include, in the event of a consortium, all Service Providers forming the consortium.

4.18 Handover

If a contract is not being renewed or is being terminated, the Tenderer must put procedures in place for a detailed handover before the end of the contract. The Tenderer, and the personnel supplied by them, must fully co-operate with Revenue and any designated incoming personnel, and provide via briefing sessions and handover meetings the necessary documentation and up to date information regarding current development work.

4.19 Freedom of Information and Commercially Sensitive Information

Revenue undertakes to use its best endeavours to hold confidential information, provided in response to this tender, subject to Revenue's obligations under prevailing Freedom of Information, EU and Public Procurement regulations, policies and law, including the Freedom of Information Act as amended, which came into effect on 21st April 1998. If it is a requirement that any of the information supplied is not to be disclosed because of its sensitivity, Tenderers should, when providing the information, identify it and specify the reasons for its sensitivity. Revenue will consult about this sensitive information before making a decision on any Freedom of Information request received.

4.20 Query Handling

Whilst every endeavour has been made to accurately inform potential respondents of the requirements for this contract, suppliers should form their own conclusions about the methods and means needed to meet those requirements. Revenue cannot accept responsibility for the bidder's assessment of the requirements.

Queries must be addressed only to the following email address;

E-mail: FlexRFT@revenue.ie

Tenderers must not contact or discuss the RFT with any other persons in Revenue.

The closing date for receipt of queries April 13th, 2009.

Clarifications to queries will be published on the eTenders website, www.etenders.gov.ie

4.21 Termination of Appointment as Service Providers

Revenue reserves the right to terminate the agreement at any time. Revenue reserves the right to terminate the Framework panel at any time. In addition, a Service Provider selected as a result of this tender competition may be removed from the panel at any time where, in the opinion of Revenue, the Service Provider does not demonstrate capacity to effectively discharge the duties for which they were selected.

4.22 Rejection of Responses

Tenders shall be submitted in accordance with the requirements set out in this RFT.

Where the Service Provider fails to meet the mandatory requirements or submits a tender response in an incorrect manner, or where the technical, financial, company or operational information supplied is not adequate or where, on the basis of the information supplied, the capacity of the Service Provider to supply the services required appears insufficient in any respect whatsoever, then Revenue reserves the right to reject such a response to this tender competition on the grounds that it does not comply with Revenue's requirements.

In the event of this tender process not generating a suitable Service Provider, Revenue reserves the right to seek additional proposals and/or to make alternative arrangements, as it may deem fit.

4.23 Tendering Costs

Tenderers shall bear all costs associated with the preparation and submission of their tenders, including any attendances, deliveries, presentations, collections or research required as part of this tender or in response to any requests for clarification, and Revenue shall not be responsible or liable for any costs or expenses regardless of the conduct or outcome of the tender process.

4.24 Vetting of Tenderers

Revenue reserves the right to make independent trade, credit and security inquiries on Tenderers before appointing any Tenderer or awarding any subsequent contract. Tenderers are required in their tender response document to provide financial and trade references as well as biographical details of key personnel, as more particularly provided for in this RFT.

4.25 Legal Issues

Tenderers should be aware that national legislation applies in such matters as Official Secrets, Data Protection and Health and Safety. Tenderers must accept that they are solely responsible for ensuring full compliance with each of these where relevant.

Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements and any other employment law requirements. As this exercise will result in a contract with public bodies, it is important that Service providers providing goods or services under this Framework comply fully with national statutory terms and conditions applicable to all workers employed in Ireland. All Tenderers must provide a written statement in their response confirming to the Contracting Authority that these factors have been taken into account and that all appropriate statutory provisions are being observed.

4.26 Procurement Process

This procurement process will be governed under EU Directive 92/50/EEC as amended (the “Services Directive”). Under this Directive Revenue is required to publish a Contract Award Notice in the OJEU containing certain information, including the name of the successful Tenderer, relating to the award of this contract.

4.27 Tax Clearance

Before a contract is awarded, the successful Tenderer will be required to promptly produce a valid Tax Clearance Certificate from Revenue or equivalent, i.e. Statement of Suitability from Revenue in the case of a non-resident Tenderer.

It will be a condition of the award of the contract that all sub-contractors employed on the project must produce a tax reference number where payments exceed €650. Records of the tax reference numbers must be kept by the contractor and be available for inspection where requested by Revenue. Where payments exceed €2,600 in any 12-month period, the sub-contractor will be required to produce a current tax clearance certificate. It should be made clear to sub-contractors that payments under a contract are at all times conditional on compliance with these requirements. It will be the responsibility of the successful Tenderer to ensure that any sub-contractor complies with these requirements.

Contractors and sub-contractors should be aware that payments under a contract are at all times conditional on the contractors being in possession of a valid appropriate certificate.

In responding to this RFT, Tenderers should state that their tax affairs are in order and that obtaining a Tax Clearance Certificate from Revenue would not pose any difficulties for them. Where a Tax Clearance Certificate expires during the lifetime of the implementation, Revenue will require a renewed certificate covering the remaining term of validity.

4.28 Employer and Public Liability Insurance

Tenderers should produce a current certificate of insurance, with their proposal, in accordance with the Employers and Public Liability Acts. The successful Tenderer will be required to produce current certificates for the duration of the contract.

4.29 Indemnity

The Service Provider shall indemnify Revenue in full and hold Revenue harmless in respect of any loss, damages, proceedings, suits, third party claims, judgments, awards, expenses and costs (including legal costs) whatsoever and howsoever arising as a result of the negligence, wilful default, fault, error, omission, act or breach of contract of or by the Service Provider. Neither party shall have any liability to the other for any indirect or consequential losses or loss not arising directly from its negligence, fault, error or breach of this Agreement.

The Service Provider will indemnify Revenue against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the normal use or possession of the System, Deliverables or Services infringes the Intellectual Property rights of any third party.

4.30 Company Identification

All personnel calling to Revenue offices will be required to adhere to any security procedures in place, and may be required to carry formal company identification containing a photograph.

4.31 Disclaimer

This RFT is an invitation to treat and contains no contractual offer of any kind. Any submission will be regarded as an offer by the Tenderer and not as an acceptance by the Tenderer of an offer made by Revenue. No contractual relationship will exist except pursuant to a written contract signed by Revenue and any successful Tenderer for specific services. Revenue is under no obligation to appoint any Tenderer as a result of this competition. Tenderers should note that receipt of an offer does not guarantee appointment as a Service Provider even if that offer contains what appears to be an acceptable proposal.

Submission of a proposal will not form a commitment on the part of Revenue to treat with any party.

5 Responding to the RFT

5.1 Meeting the Requirements

The Tenderer must establish that they can provide the required resources, and explain clearly how their proposal addresses the requirements.

Tenderers should avoid the following in their responses:

- Use of the word 'yes' with no explanation.
- An indication that a requirement is standard with no elaboration.
- Use of the term 'Yes/compliant/standard', and referring to a section of a brochure.

Referring the reader to a response already furnished to another requirement; i.e. cross-referencing should be avoided.

5.2 Proposed Response – Summary

The tender should include a summary, which covers each of the following items:

- (a) A statement or narrative demonstrating their understanding of the issues, and description of the conformity of the proposals to Revenue's requirements. Any key assumptions the Tenderer makes in formulating their approach or in estimating the costs should be stated.
- (b) How broadly it is proposed to address the requirements, summarising the issues involved, any risks, any required input from Revenue, and arrangements for liaison with Revenue.
- (c) A description of any role or element of the contract to be carried out by any third party/sub-contractor.
- (d) A summary of costs, (or a clear reference to where the costs are set out in the Response).

5.3 Layout of Tender

The required layout of the tender is shown in Appendix A. The following section explains each requirement in further detail.

5.3.1 Contact information

- Name, address, e-mail address, telephone and fax numbers of Tenderer.
- Name, telephone number and e-mail address of person(s) dealing with the tender.

5.3.2 Identification of principal Tenderer

If consortia are making proposals, they must appoint a principal Tenderer who will assume overall responsibility for the delivery of the required skills and knowledge and the signing of the contract.

5.3.3 Company profile

The Tenderer must provide the following information:

- A description of the company products and services, history, ownership, geographical spread, financial information, and other relevant information. An appropriate financial must be submitted with the tender response to allow Revenue to reach an opinion as to the adequacy of the financial standing of the Tenderer. In this regard, Tenderers should submit a copy of the last three years audited accounts with their tender response.
- Give number of resources globally, with specific references to those relevant to this RFT.
- Give number of resources locally with specific references to those relevant to this RFT.

5.3.4 Customer base

A list of relevant customers from the Tenderer's existing customer base should be provided. These may include, for completeness, services outside the immediate scope of this tender.

5.3.5 Reference sites

The Tenderer should give at least four reference organisations to which resources of this type have been supplied. Details should include:

- Name of the Organisation.
- Contact.
- Period of contract.
- Type of skills/expertise supplied.
- Numbers of personnel supplied

Tenderers should also provide evidence of delivering major ICT projects in large organisations, ideally within the public sector. Referees for these projects are not being sought at this stage, but Revenue reserves the right to make whatever enquiries are considered appropriate.

5.3.6 Induction Procedures

The Tenderer should state how they intend to induct new personnel into the Revenue environment. New recruits to projects are expected to have acquired significant technical knowledge before joining the project.

5.3.7 Handover

The Service Provider, and personnel provided by them, will be required to cooperate fully in any handover of functions (including documentation) at the termination/commencement of each contract. Tenderers should state their commitment to this requirement and provide a statement on their general approach, including external team integration, induction of personnel proposals for handover of functions from an existing supplier, and handover of functions to an incoming supplier or an internal team.

5.3.8 Risk Management

Tenderers are required to outline any risks expected to be associated with this type of contract and how the risks would be dealt with. Please also describe the measures you have in place to counteract staff attrition over the lifecycle of a long-term project, including back-up resources. Any evidence of the Tenderer's ability to attract and retain staff should also be provided.

5.3.9 Sub-contracting

An indication of which portion, if any, of the tender the company may intend to sub-contract is also required. See also the tax clearance requirements at Section 4.28.

5.3.10 Quality Certification

Tenderers and sub-contracting Service Providers who have obtained formal quality certification may provide details of their certification.

5.4 Declaration of Relevant Information in Tender Submission

Tenderers must disclose all relevant information to ensure that all tenders are fairly and legally evaluated. Any attempt to withhold any information that the Tenderer knows to be relevant or to mislead the Contracting Authority and/or Customers in the evaluation process in any way will result in the disqualification of the tender.

In the event of an agreement being awarded to a Tenderer that has knowingly withheld relevant information or otherwise misled the Contracting Authority and/or Customers in the evaluation process in any way, then that agreement will be rendered null and void.

Wherever information is requested on a topic, the Tenderer must supply details of any relevant costs regardless of whether or not such details are explicitly requested. Tenderers attention is drawn to the fact that, in the event of an agreement being awarded, the attempted imposition of undeclared costs will be considered a condition for default.

Wherever information is requested on a topic, the Tenderer must supply details of any implications the Tenderer knows or believes their response will have on the successful operation of the agreement or on the normal day-to-day operations of the Customer, whether such information is explicitly requested or not.

6 Schedule of Costs

6.1 The response must provide clear and full information to allow Revenue compute comprehensive pricing of the proposals.

6.2 The costs are the daily rates for each level being tendered for, and should equate to the person for whom the CV is provided, or a person very closely equivalent.

Costs are required under two headings.

- Basic daily rates for each of the Levels being tendered for.
- Rates based on supplying an indicative “team” for defined contract periods.

6.3 Tenderers are requested to complete the Costs Response Template at Appendix B, for Architects (Level 3), Senior Developer / Analyst Developers (level 2), Developers (level 1), and for UX Experts but these levels may not necessarily correspond to the categories being sought at the drawdown stage.

6.4 All prices should be quoted in Euro.

6.5 The price quoted for each person should include a daily rate and any applicable expenses. Rates, for the purpose of costing, should be based on a 7.5-hour day. Overtime payments are not envisaged. The rates quoted are the maximum chargeable, and this forms the basis of the evaluation of the tender. However, Service Provider will be free to propose a lower rate during the drawdown/mini-tender stage. Revenue reserves the right to specify additional requirements and conditions relating to extra attendance, at mini-tender stage.

7 Qualification, Evaluation and Award Criteria

7.1 Qualification Process

Tenders which do not satisfy all of the following qualification criteria, will be excluded from the competition:

- (a) Submitted on time and in English or Irish.
- (b) None of the circumstances listed in Article 45, Paragraph 1 and 2 of EU Council Directive 2004/18/EC of 30th April 2004 applies to the Tenderer, (see Section 4.13 and Appendix D).
- (c) Tender documentation is complete, as specified in Section 5 and Appendix A of this document.
- (d) Tender satisfies all the requirements – partial bids will not be accepted.
- (e) Tenderer has competence and experience to meet the demands and requirements of a programme of this scale and in an environment comparable to Revenue.
- (f) Tenderer demonstrates the ability to supply the required personnel.

Tenderers should note that only tenders which meet all of the above qualifying criteria will be eligible for inclusion and evaluation in the award process.

7.2 Clarification

During the evaluation period clarification may be sought from the Tenderer. Responses to requests for clarification may not materially change any of the elements of the tenders submitted. No unsolicited communications from the Tenderer will be permitted during the evaluation process.

Short-listing of Tenderers may apply and Tenderers may also be required to attend meetings and/or make presentations to the Evaluation team.

7.3 Award Criteria and Scoring

Placement on the Framework panel of qualifying Service Providers will be awarded on the basis of the most economically advantageous tenders using the following criteria, listed in order of importance:

- 1. The capacity of the Service Provider to supply personnel with the required expertise, experience and skills, as demonstrated *inter alia* by proven track record in supplying personnel with the range of skills and experience specified in this RFT, including the ability to provide them at short notice. (300/1000)**
- 2. Proposed costs. (250/1000)**
- 3. Proven track record of successful involvement in ICT solutions of relevance to the requirements of this RFT. (150/1000)**
- 4. Evidence of ability to attract and retain relevant staff of the required standard in both expertise and experience, and evidence of capacity to meet the requirements on an ongoing basis. (150/1000)**
- 5. Evidence of the Tenderer's commitment to skills transfer and evidence of appreciation of and commitment to handover requirements (100/1000)**
- 6. Quality and relevance of reference sites (50/1000).**

Appendix A: Required Layout of Proposal

Section A.

1. Proposed response – Summary (see section 5.2).

Section B.

2. Contact information (see section 5.3.1).
3. Consortia (see section 5.3.2).
4. Company profile (see section 5.3.3).
5. Customer base (see section 5.3.4).
6. Reference sites (see section 5.3.5).
7. Induction procedures (see section 5.3.6).
8. Handover procedures (see section 5.3.7).
9. Risk Statement (see section 5.3.8).
10. Sub-contracting (see section 5.3.9).
11. Quality Certification (see section 5.3.10).
12. Other – any other information, including any declarations under section 5.4.

Section C.

13. Sample CVs (see section 3.7).
14. Completed Costs Template (Appendix B).

Section D.

15. Tender Checklist – see Appendix C.
16. Declaration – see Appendix C.

Appendix B: Costs Response Template

Note: The rates quoted are the *maximum* chargeable, and will form the basis for the evaluation of the tender. However, Service Provider will be free to propose a lower rate during the drawdown phase. The rates being quoted should equate to the CV being provided.

Level 3 (Architect) - Daily Rate.

Type of Rate	Maximum Daily Rate Cost Excl. VAT	VAT Rate %	Maximum Daily Rate Cost Incl. VAT
Daily Rate			

Level 2 (Senior Developer/Analyst Developer) - Daily Rate.

Type of Rate	Maximum Daily Rate Cost Excl. VAT	VAT Rate %	Maximum Daily Rate Cost Incl. VAT
Daily Rate			

Level 1 (Developer) - Daily Rate.

Type of Rate	Maximum Daily Rate Cost Excl. VAT	VAT Rate %	Maximum Daily Rate Cost Incl. VAT
Daily Rate			

UX Expert (Visual Designer) - Daily Rate.

Type of Rate	Maximum Daily Rate Cost Excl. VAT	VAT Rate %	Maximum Daily Rate Cost Incl. VAT
Daily Rate			

Costs Template for a fixed price “team” for defined contract periods

Tenderers are requested to provide pricing for an indicative ‘team’ for two defined contract periods. The indicative team is made up of One Architect (Level 3), two Senior Developer/Analyst Developer (Level 2), and two Developers (Level 1). Prices quoted should be maximum daily rates, (both including and excluding VAT). The price should be the total price for the team – not per person.

	Maximum Cost Excl. VAT	VAT Rate %	Maximum Cost Incl. VAT
Six months			
Twelve months			

The team fixed price cost should be based on the equivalent of 220 workdays of 7½ hours each.

Note in the case of Levels 1 and 2, it is normally Revenue policy to remunerate excess hours on a *pro rata* basis at the relevant daily/hourly rate. Level 3 resources are expected to work a “professional day” and they will not normally be remunerated for any hours worked in excess of 7½ hours per day. Tenderers should base prices on these principles (but actual terms and work practices will be specified at mini-tender stage and may vary).

These numbers and team make-up are indicative only and do not necessarily represent Revenue’s actual needs.

Appendix C: Tender Checklist

The following items should be completed (where applicable) and returned with the tender. Where there are no disclosures for items 3 and 4 below this should be made clear in the Tenderer's response. The declaration at the bottom of the page should be completed and this page should be returned as the first page of any response.

No.	Requirement	Section in Tender Response
1.	Statement of agreement with Tender terms (Section 4) and Evaluation terms (Section 7)	
2.	Statement of compliance with EU Council Directive 2004/18/EC (Section 4.13 and Appendix D)	
3.	Disclosures outlined in Section 4.15 – <i>Conflicts of Interest</i>	
4.	Disclosures outlined in Section 4.16 – <i>Registerable Interest</i>	
5.	Confirmation that information not identified as sensitive (Section 4.19) may be released in response to a request under the Freedom of Information Act.	
6.	Legal issues including Employment Conditions Statement (Section 4.25)	
7.	Statement on tax Clearance (Section 4.27)	
8.	Current certificate of insurance (Section 4.28)	

BEFORE SUBMITTING YOUR TENDER RESPONSE, PLEASE ENSURE THAT YOU HAVE:

- ***Carefully read and fully understood Revenue's requirements.***
- ***Fully completed all sections of the Tender Document that require a response.***
- ***Completed, signed and dated the Tender Response and declaration below.***

Declaration

We submit for consideration the attached response to the RFT and agree to be bound by its terms and requirements, including acting as principal, should our offer to act as Service Provider be accepted.

Signature of Company Representative:

Current position:

Date:

Appendix D: Extract from EU Council Directive 2004/18/EC

Extract from Article 45, Paragraph 1 and 2 of EU Council Directive 2004/18/EC of 30th April 2004 - (co-ordinating procedures for the award of public works contracts, public supply contracts and public service contracts).

Article 45

1. Any candidate or Tenderer who has been the subject of a conviction by final judgment of which the contracting authority is aware for one or more of the reasons listed below shall be excluded from participation in a public contract:
 - a) Participation in a criminal organisation, as defined in Article 2(1) of Council Joint Action 98/733/JHA(20).
 - b) Corruption, as defined in Article 3 of the Council Act of 26 May 1997(21) and Article 3(1) of Council Joint Action 98/742/JHA(22) respectively.
 - c) Fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities (23).
 - d) Money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering (24).
2. Any economic operator may be excluded from participation in a contract where that economic operator:
 - a) Is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations.
 - b) Is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations.
 - c) Has been convicted by a judgment, which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct.
 - d) Has been guilty of grave professional misconduct proven by any means, which the contracting authorities can demonstrate.
 - e) Has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority.
 - f) Has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority.
 - g) Is guilty of serious misrepresentation in supplying the information required under this section or has not supplied such information.

Appendix E: Skill Levels

The skill levels referred to in this document are shown below. These profiles are based on the Gartner *Skills Groupings*.

Level 3 (Architect)

Responsibilities	Skills
– Provide technical solutions to meet requirements – Design applications, process architectures and systems – Technical leadership within specialty – Maintain in-depth functional services – Manage development/integration of entire project – Design enterprise-wide solutions – Quality control at program/solution level	– Ability to recommend and implement changes to processes. – Maintains high-level expertise in area of technical discipline – Business needs analysis skills – Client communication, teaming and analytical skills
Education: Typically primary degree at a minimum	
Experience: Typically 5-10 years	

Level 2 (Senior Developer / Analyst Developer)

Responsibilities	Skills
– Design and integrate complex solutions – Analyse and design solutions – Application development – Task management – Develop/execute system solutions to meet requirements – Expertise and programming direction to others – Perform needs analysis	– Proficient in the relevant technology or tool with good knowledge of multiple supporting technologies and programming languages. – Ability to achieve successful skills transfer – Advanced proven development skills – Ability to perform team lead role – Project management skills – Good communications skills
Education: Typically primary degree	
Experience: Typically 3-8 years	

Level 1 (Developer)

Responsibilities	Skills
– Applications/System development – Programming Support – Program Application Code – Configure, test, debug	– Proficient in Flex and ideally in other relevant programming language particularly Java – Analytical skills – Prototyping skills – Acquires and maintains knowledge through training and study – Ability to quickly acquires knowledge of new environments, both business and technical
Education: Typically primary degree or significant progress towards same.	
Experience: Typically up to two years	

UX Expert (Visual Designer)

Responsibilities	Skills
– Design of Flex screens and application workflow – Review of visual layouts with developers – Ensuring all screen designs are within accessibility guidelines	– Expert level knowledge and experience in information architecture, interface design and interaction design. – Experience with formal and informal usability testing – Strong understanding of accessibility guidelines – Excellent Photoshop and/or Illustrator skills – Excellent interpersonal skills and the ability to build good working relationships
Education: Typically primary degree or significant progress towards same.	
Experience: Typically 3+ years	

Appendix F: Framework Agreement

1. Use of Framework Agreement

EU Directive 2004/18/EC provides for the use of Framework Agreements by the public sector to facilitate greater flexibility in the acquisition of goods and services and support more responsive pricing mechanisms that deliver better value for money.

The Directive defines a Framework as

5. A "framework agreement" is an agreement between one or more contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.

Revenue has identified this type of arrangement as suited to this procurement exercise. Accordingly, Revenue intends to establish a multi-supplier Framework for the supply of certain ICT-related Services as described in this RFT.

2. Participation in the Multi-Supplier Framework

It is expected that no fewer than three Service Providers, will be selected to participate in the Framework. Service Providers selected for the Framework will be required to participate in competitive processes on an ongoing basis for supply the relevant resources to Revenue.

3. Qualification for the Multi-Framework

To participate in the Framework, Tenderers will be required to be successful in this tender exercise and placed on the qualifying panel. Proposals will be evaluated and ranked in accordance with the Award Criteria. Qualifying Service Providers will be placed on a panel and invited to participate in the Framework. Only those pre-qualified and admitted at the outset may participate in the Framework.

4. Framework Purchasing Mechanism and Governance

As and when a requirement for resource(s) arises, during the currency of the Framework agreement, appropriate award criteria in respect of the mini-competition will be set at that stage, using the most economically advantageous tender principle but will include cost and the fitness of the proposed personnel as the primary criteria. As requirements arise, Revenue will contact participants in the Framework which it considers are capable of meeting the requirements and invite them to submit competitive bids. An appropriate timeframe will be allowed for the submission of bids for the mini-competition. The bids received will then be evaluated on the basis of the *most economically advantageous tender* principle.

Glossary

Term	Meaning
CRS	Common Registration System – a consolidated customer register for all tax paying entities and their agents.
ICT&L	ICT and Logistics. Revenue Division responsible for information and communications technology and eBusiness solutions.
ITEX	IT Executive for Revenue, a subgroup of the Management Advisory Committee.
ITP	Integrated Taxation Processing is a common transaction-processing framework for all taxes and duties administered by Revenue.
ITS	Integrated Taxation Services is the umbrella term for Revenue's portfolio of integrated applications, including ITP, Case Management, CRS, Business Intelligence etc. However for the purposes of this tender it is restricted to ITP and CRS.
MAC	Management Advisory Committee
PAYE	Pay As You Earn
PPSN	Personal Public Service Number
RFA	The Revenue Forms Architecture is a set of standards, guidelines and computer code to allow component reuse between the ITS and ROS systems which are based on different generations of computer languages and tools.
RIA	Rich Internet Application
RIS	The Revenue Integration Service provides a secure, store and forward hub between public facing services, including ROS and channels such as SMS, and our back-office applications such as ITS and iC. (Integrated Contacts).
ROS	Revenue On-Line Service. Secure Internet facility for file and pay and customer information. Links to back-office processing systems especially ITP.
UI	User Interface