

OFFICE OF THE REVENUE COMMISSIONERS IRELAND

REQUEST FOR TENDER FOR AN Integrated Software Testing Solution

IMPORTANT NOTICE TO TENDERERS

Completed tenders must be received no later than:

15.00 hours (3 p.m.) on Monday, 18 May, 2009.

Please note:

This Request for Tender (RFT) is issued by the Office of the Revenue Commissioners (Revenue). Revenue reserves the right to update or alter any information contained in this document at any time. Any alterations to the RFT including clarifications, changes, alterations to the deadlines etc. will be published on the eTenders website (<http://www.etenders.gov.ie/>) only. Revenue will only be responsible to suppliers who have registered their interest for this competition on this site. Registration is free of charge and there is no charge for documents. Revenue will not accept responsibility for information, relating to this RFT, which is relayed (or not relayed) via third parties. If the RFT is in any way altered or edited by third parties, the subsequent tender may be deemed inadmissible.

April 2009

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1 INTRODUCTION AND SUMMARY OF REQUIREMENTS

The Office of the Revenue Commissioners invites tenders for the supply and installation of an integrated Software Testing (ST) solution, and its subsequent support.

Full details of the requirements are as set out in Section 2 below of this Request for Tender (RFT).

Tenderers must submit four (4) copies of the complete tender (together with one PDF-compatible electronic copy of the complete tender) sealed and marked "Tender for an Integrated Software Testing Solution", showing the name and address of the Tenderer on the outside. These should be addressed to:

**Mr. Joe McBride,
Office of the Revenue Commissioners,
Information & Communications Technology and Logistics Division,
2nd Floor Castle View,
52-57 South Great Georges Street,
Dublin 2,
Ireland.**

The closing date and time for the receipt of tenders is:

Date: **Monday, 18 May, 2009.**

Time: **15:00 hours (3 p.m.).**

Revenue strictly enforces tender deadlines and in no circumstances will a tender be accepted after the date and time stated above. Tenders received late will be returned.

2 SPECIFICATION OF REQUIREMENTS

2.1 This Tender

This tender relates to the supply and installation of an integrated Software Testing (ST) solution, and the subsequent support of the solution/product, to meet Revenue's ongoing application quality requirements.

It is envisaged that the solution will be provided by way of proven integrated modular software components. The key elements that must be addressed in response to this RFT are:

- The proposed integrated Software Testing solution and its installation.
- Proposals for optional services, which may be required by way of training or configuration (by vendor or third party).
- A clear statement/methodology of how the product can be embedded and integrated into Revenue's existing environment.
- A Statement of what features or add-on components are available to address both Revenue's short and medium term, and future requirements.
- Proposals for the ongoing support of the solution by way of an annual maintenance or a subscription charge.

2.2 Software Testing Solution

The successful Tenderer will provide an integrated, modular solution, which will augment Revenue's System Testing Branch with the tools required to fulfil their role. The proposed solution should be capable of supporting all of the System Testing Branch functions outlined in Section 3.5 below.

The solution must be scaleable and capable of providing support for emerging technologies.

Revenue maintains multiple test environments across multiple platforms and will shortly adopt virtualisation tools to support our testing. The tender must clearly identify how the solution will support this aspect of our approach to testing.

Revenue already employs service desk, configuration management, and source control and build solutions (detailed in section 2.5 below). The Tenderer must clearly set out how the proposed solution may be integrated with these existing solutions.

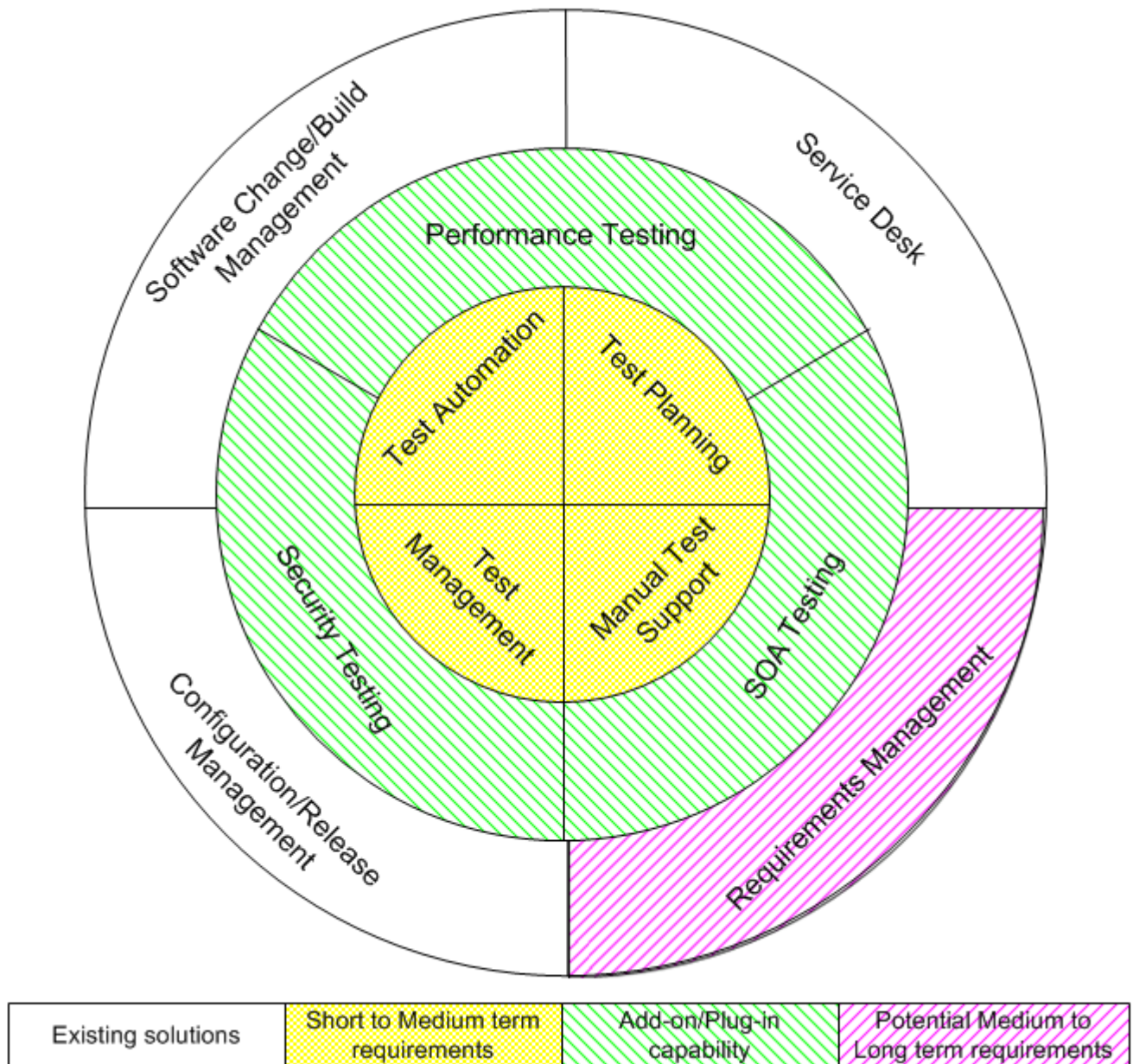


Figure 2.1 – Revenue's existing toolset and required toolset.

In the short to medium term, Revenue wishes to focus on the implementation of a solution to address our Test Management, Test Planning, Manual Testing and Test Automation needs; the specific requirements for each are outlined below:

2.2.1 Test Management

The solution should:

- Act as a control centre for the testing effort, helping testers to:
 - o Execute their test plans.
 - o Define and enforce the testing process on its own and in relation to other life-cycle activities.
 - o Record and report on the progress and results of the testing effort.
 - o Record, track and manage identified defects.
- Be capable of governing functional, unit, component, security and performance testing.

2.2.2 Test Planning

The solution should facilitate:

- Requirement and functional design review.
- Definition of Acceptance Criteria for functional and regression testing.
- Development of scenarios and use cases.
- Development of customized test cases.
- Creation of data sets that target specific business logic.
- Risk analysis and management.
- Project management (including resource management and delegation of responsibilities), schedule, & reporting plans.
- The identification of test environments for use in the test plan.

2.2.3 Manual Testing

The solution should:

- Provide tools to support the manual testing effort thereby improving the accuracy and efficiency of manual testing.

2.2.4 Test Execution and Reporting

The solution should:

- Provide audit or historical information relating to each execution of an individual test case e.g. date/time of execution, executor, and result.
- Facilitate the linking of defects to test cases, and test cases to requirements such that you can easily determine requirements coverage and such that defects can be linked back to requirements.
- Include ad-hoc and pre-defined reporting capabilities which permit reporting on defects / test execution / test cases / requirements. It should also be possible to produce reports that span these elements.

2.2.5 Test Automation

The solution should:

- Provide tools to support upfront manual and automated creation of test scripts to enable automated test execution.
- Facilitate automated regression testing and benchmarking.
- Provide tools to facilitate testing across configurations and platforms, whether real or virtual.
- Facilitate test data management, including obfuscation of sensitive data.
- Facilitate integration testing at unit and system levels.
- Be capable of facilitating service-oriented architecture and rich Internet application technologies testing.

2.3 Incremental rollout of the Software Testing solution

It is planned to rollout the different aspects of the Software Testing solution on a phased basis. The proposed solution should comprise either discrete modules delivering each of the stated capabilities above or pre-integrated modules providing a number of the component capabilities required. Monolithic ST platforms that are not modular in structure will likely not be appropriate for Revenue requirements given that full exploitation of ST capabilities may not take place immediately.

The structure and role of our System Testing Branch is set out in Section 3.6 below. Please outline the proposed licensing model best suited to the structure/roles within the Branch by reference to the functions/licences within the software being proposed.

Tenderers must specify what options are available to acquire licences on an individual module basis, which allow flexibility and extension of usage over time as required. (See Section 4.30 relating to Licences below).

2.4 Installation services

The response to the tender must provide details of a suite of installation services that the Tenderer will provide, including:

- Installation support.
- Technical and business training and workshops.

2.5 Integration services

It is Revenue's preference to integrate the required solution, where appropriate, with our existing technical platforms, packages and licences. Ideally the Tenderer should provide a solution that operates within our existing technical environment.

The platforms on which Revenue's applications are currently deployed consists of:

- Microsoft Windows XP.
- Microsoft Office 2000.
- Microsoft Exchange/Outlook 2000.
- Microsoft Project 2003.
- Sun Solaris 10 operating system.
- Sun iPlanet 6.1 web server.
- (Oracle) BEA Weblogic 9.2.
- Java 1.5 Runtime Environments.
- Ingres 9.2.
- OpenROAD 2006.
- Microfocus COBOL.
- HP Project and Portfolio Management Centre.

Java Enterprise Edition is the standard solution for our web style applications. Open Source tools such as Apache/Tomcat are also used.

Ingres 9.2 is the relational database of choice within Revenue.

Other software of potential relevance include:

- Jaspersoft v3 and SAS for analytics.
- (CA) Unicenter r11 for Service Desk.
- Tech Invention's easyCMDB for Configuration Management.
- CVS for source control.
- Maven and ANT java build tools.
- Eclipse.

ITIL v2 is used as the services/support standard.

The Tender must clearly identify how it is proposed to integrate with existing technical platforms, packages and licences.

2.6 Maintenance

The tender must outline in detail the proposals for maintenance including patch delivery arrangements, software evolutions, platform migration and the extent to which earlier versions of software are supported.

2.7 Pricing

Details on the Schedule of Costs are set out in Section 6 below.

3 BACKGROUND

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 €40 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/statement-of-strategy-2008-2010.pdf>, respectively.

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

3.1 Revenue’s ICT Organisation

The Information & Communications Technology and Logistics (ICT&L) Division of Revenue hold resources with deep technical skills, which are supported by an experienced senior management team in the various branches, as illustrated in Figure 3.1 below.

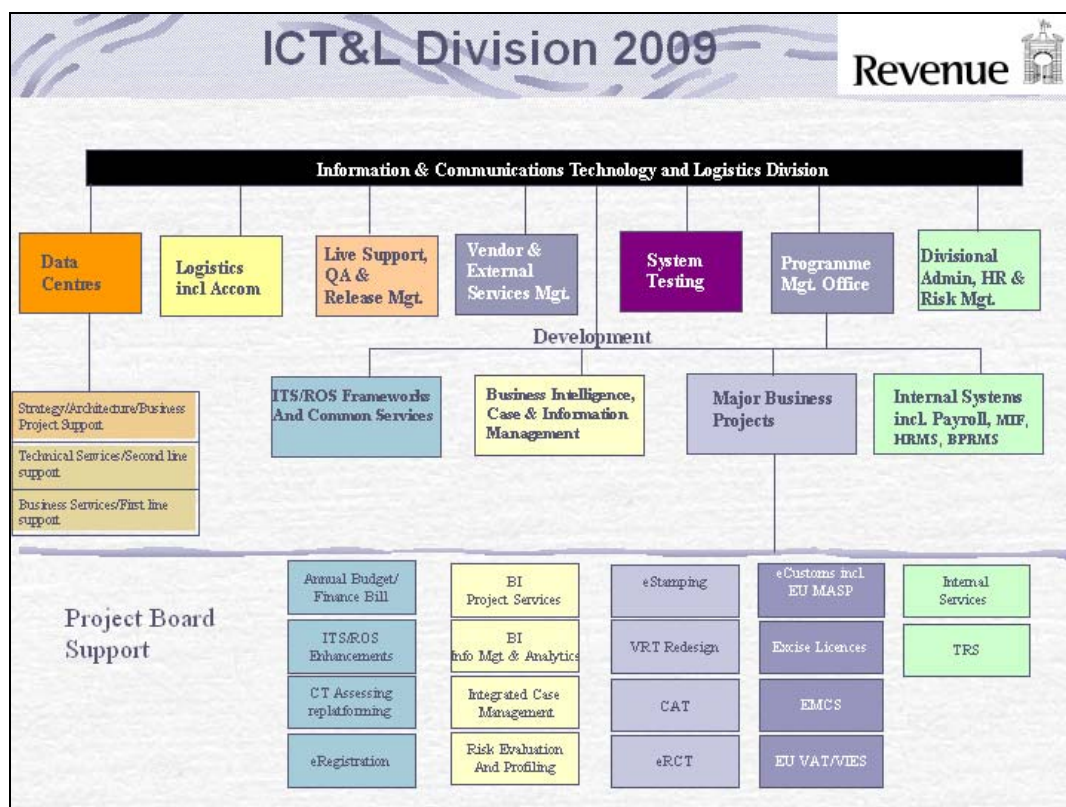


Figure 3.1- Information & Communications Technology and Logistics Division structure.

3.2 Project Governance

Projects are conducted under the guidance and direction of Project Boards that 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. Purely architectural projects report to the Director of ICT&L. Figure 3.2 below illustrates the key project governance roles.

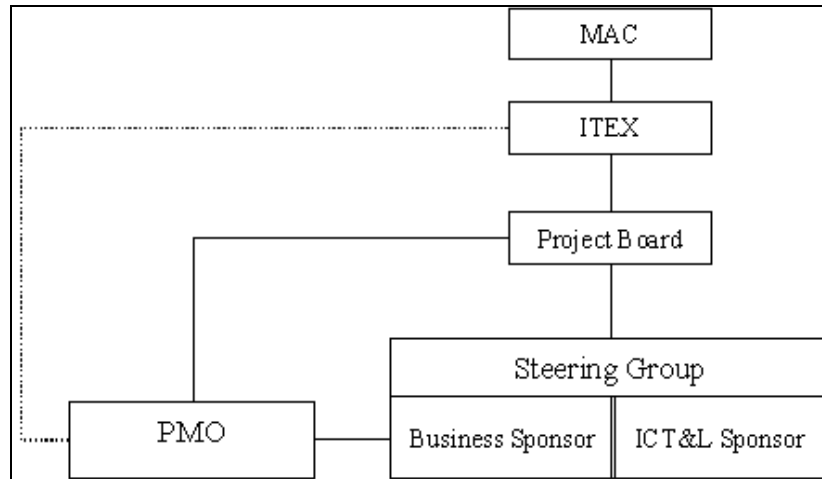


Figure 3.2 - Project Governance Structure

3.3 ITS Framework

The ITS Framework has provided the foundation for major business enhancements and for fulfilling Revenue's national and international obligations. Figure 3.3 below provides a high-level overview of Revenue's integrated environment.

As can be seen from the diagram below the framework encompasses a significant number of separate but integrated applications.

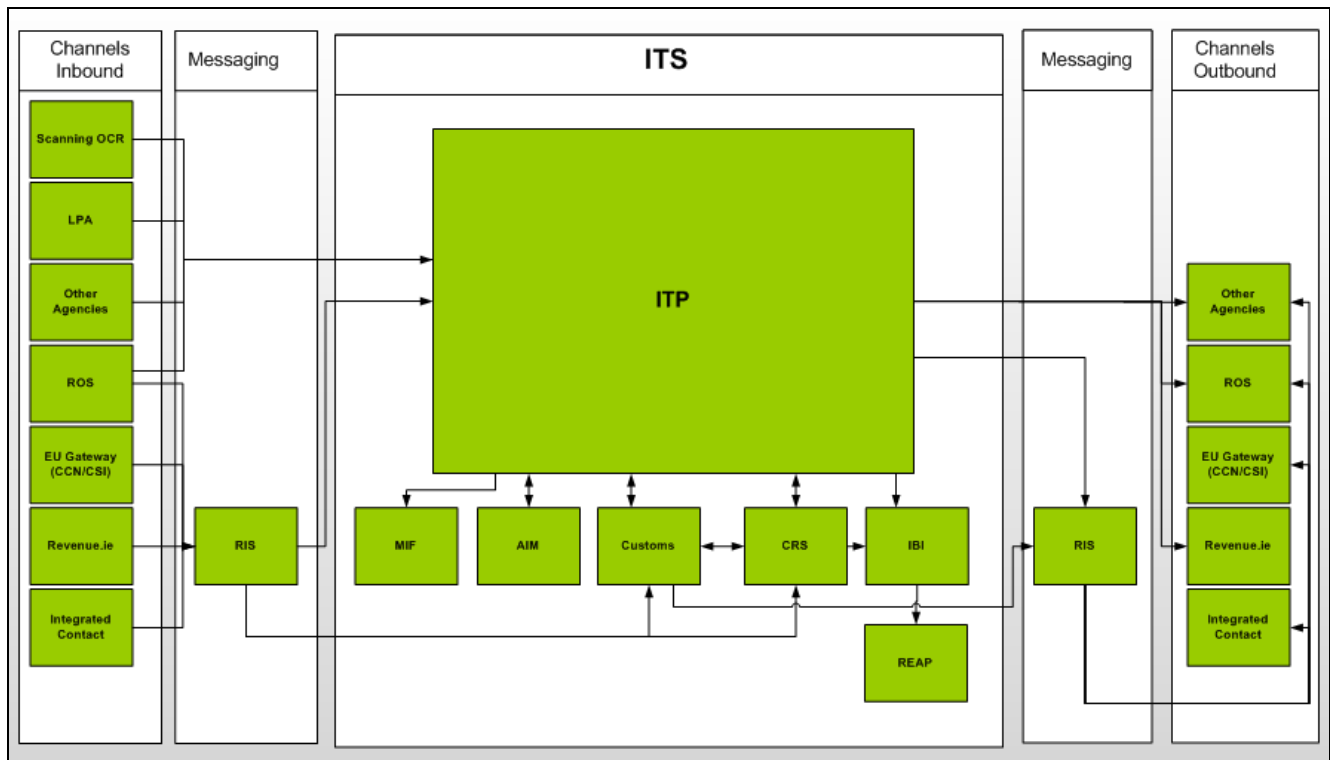


Figure 3.3 – High-Level Revenue Application Architecture diagram

In addition, to this each system can be further broken down into a number of discrete but integrated subsystems/components. Figure 3.4 below demonstrates the sub system/components of ITP and RIS.

Revenue has integrated its business applications into one interconnected enterprise framework. This has provided many benefits including the re-use of key complex components, real time access to data and consolidated viewing of customer information. However, as a result, the framework is complex and a change or enhancement to an integrated subsystem or component for one project could unintentionally knock out existing functionality.

As a consequence of the high degree of integration of Revenue's business applications, regression testing is becoming an ever-increasing resource-hungry requirement of our development process, with consequent overheads.

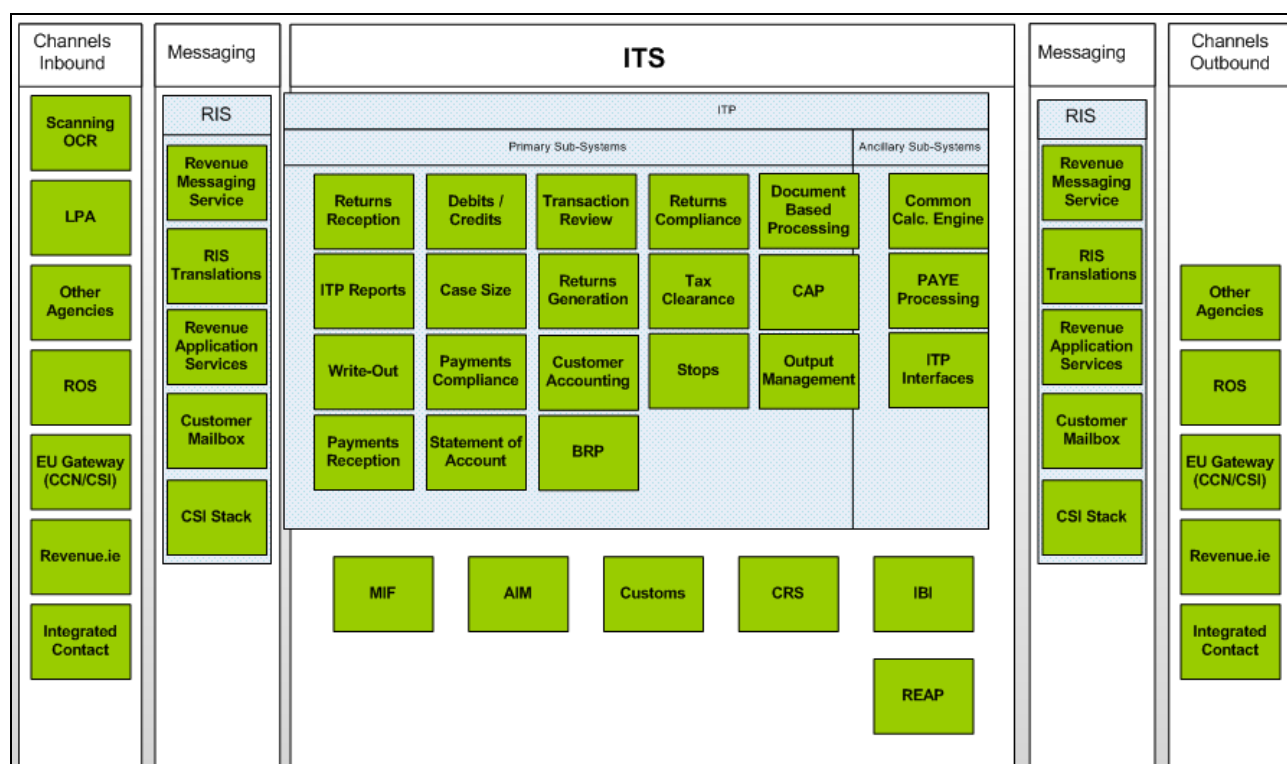


Figure 3.4– Detailed Revenue Application Architecture diagram

3.4 Tasks and Responsibilities of ICT&L and Business

The division of tasks and responsibilities between ICT&L and Business are demonstrated in the following diagram:

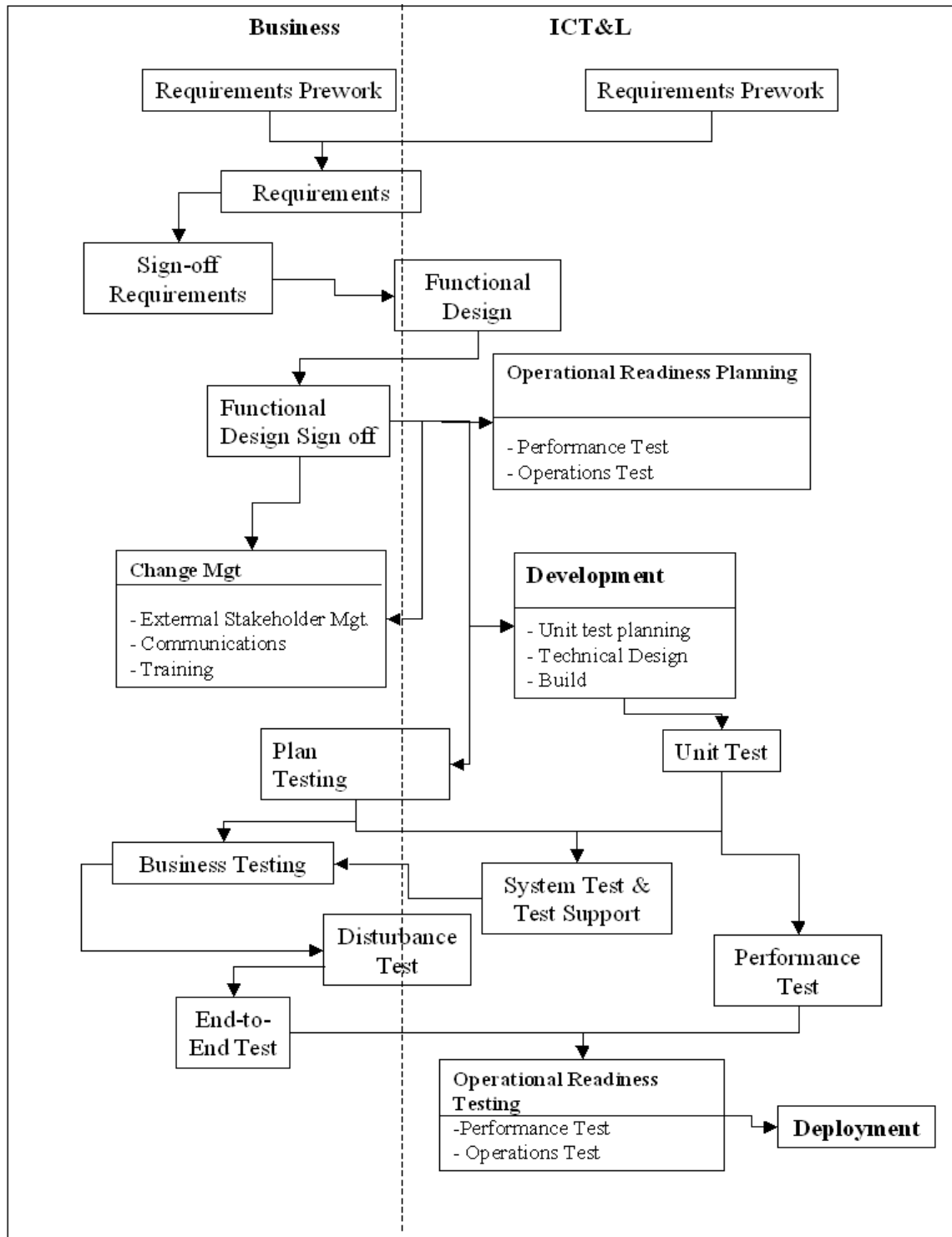


Figure 3.5 - Tasks and Responsibilities of ICT&L and the Business

3.5 Revenue Test Philosophy

Revenue operates a 2-streamed approach to software testing (see figure 3.6 below). Following the development and unit testing phase, one of the following testing approaches is used:

- System Testing followed by a Business Process Testing (BPT) phase. The System Test teams rigorously test the application software to identify any defects. Subsequently, the Business Process Test teams test to ensure the software is usable from a user perspective and delivers the requirements.
- User Acceptance Testing (UAT). A dedicated team of core Business Users fully test the application software to identify defects to ensure the software delivers the requirements and is usable from a user perspective.

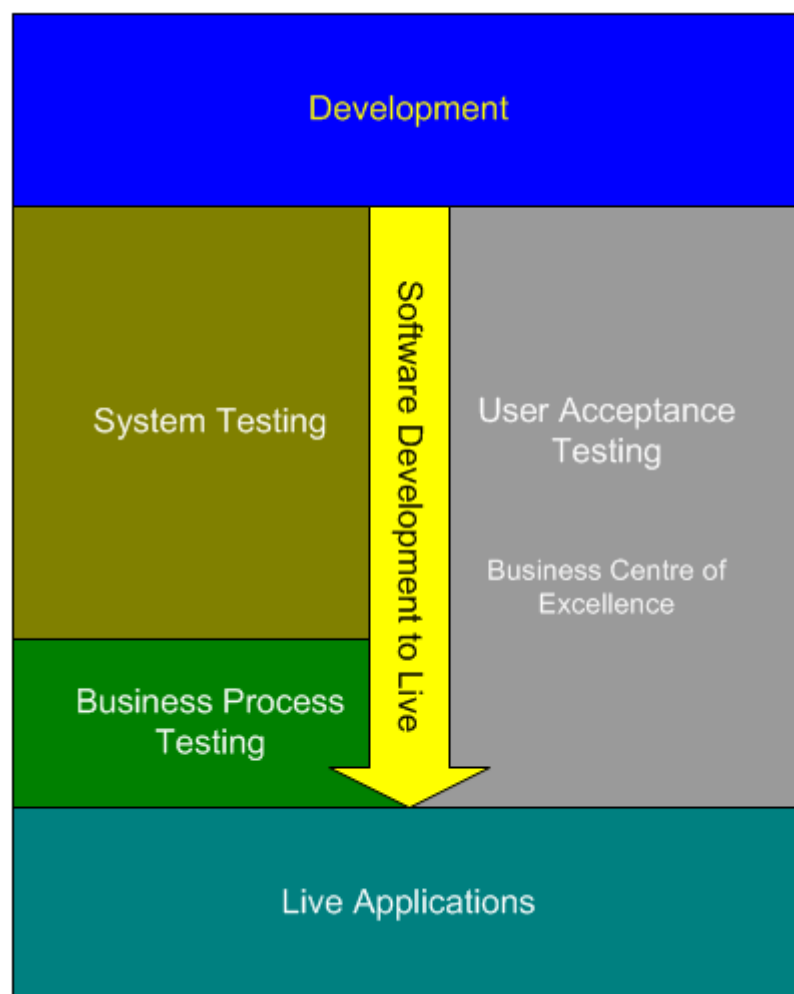


Figure 3.6 – Revenue's approach to Software Testing

3.6 System Testing Branch Functions

In Revenue, the System Testing Branch performs the Software Quality and Assurance function. A brief description of the main activities in each functional area is outlined below. Generally each functional area is comprised of a manager, team lead, senior tester and tester.

3.6.1 Test Support

The functions of the Test Support team include:

- Initiating and validating new test environments.
- Validating technical code changes.
- Conducting disturbance testing in certain areas including major nightly batch runs and other areas.
- Maintenance of the Test Pack and related documentation.
- Support the preparation of metrics for use in reports to Project Boards and ITEX.

3.6.2 System Test

At any given time Revenue will have upwards of three System Test teams performing testing across multiple test environments perhaps across multiple platforms.

The functions of the System Test teams include:

- Testing the delivered solution to establish that the functionality delivered in the solution meets the agreed user requirements.
- Testing to determine that the solution integrates with existing systems.
- Testing to identify any defects.
- Testing to confirm compliance with standards and functional specifications.
- Regression testing.

3.6.3 Business Process Test

When the System Test team has completed their testing the system is then handed over to the Business Process Testing team for further testing.

The functions of the Business Process Test teams include:

- Testing the delivered solution to establish that the functionality delivered in the solution meets the agreed user requirements.
- Testing to determine that the solution is usable from a Business User perspective.

3.6.4 Performance Test

The functions of the Performance Test team include:

- Performance testing to determine the speed or effectiveness of delivered solutions.
- Stress testing to determine the resilience of delivered solutions.

3.6.5 User Acceptance Test

The User Acceptance Test teams perform similar testing to the System Test teams and in addition test that the delivered solution meets requirements and is usable from a Business perspective.

4 CONDITIONS

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 below (Format of Response) and Section 6 below (Schedule of Costs) of this document. Tenders must be completed in accordance with the specified format. Failure to comply may render the tender proposal invalid.

Tenderers must submit four (4) copies of the complete tender (together with one PDF-compatible electronic copy of the complete tender) sealed and marked "Tender for an Integrated Software Testing Solution", showing the name and address of the Tenderer on the outside. These should be addressed and delivered to:

**Mr. Joe McBride,
Office of the Revenue Commissioners,
Information & Communications Technology and Logistics Division
2nd Floor Castle View,
52-57 South Great Georges Street,
Dublin 2,
Ireland.**

To arrive no later than 15.00 hours (3 p.m.) on Monday, 18 May, 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 rejected. Once a tender is received, modifications cannot be made.

Acknowledgement will be given to each tender received.

4.3 Query Handling

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

Queries must be addressed only to the following email address. Tenderers must not contact or discuss the RFT with any other persons in Revenue.

E-mail: - **software.testing.rft@revenue.ie**

The closing date for receipt of queries is **Friday, 08 May, 2009.**

Any clarifications to queries will be published via the eTenders website,
<http://www.etenders.gov.ie/>

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 not be evaluated, and will be returned.

4.6 Opening of Tenders

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

4.7 Confidentiality and Non-Disclosure

Revenue requires that Tenderers will treat all information provided in connection with this RFT, in strict confidence. The successful Tenderer may 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 (see Section 4.15 Freedom of Information and Commercially Sensitive Information below).

4.8 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 documents will form part of the contract:

- This RFT.
- Updates, Clarifications and Amendments issued by Revenue.
- Queries and responses.
- Tenderer's responses to this RFT and any subsequent clarifications received.
- 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. See "Important Notice to Tenderers" on page 1 of this RFT.

4.9 Copyright

This document and its appendices remain the property of Revenue and should not be used in any way by a third party without written permission from Revenue.

4.10 Intellectual Property Rights

The sole and exclusive ownership of all Intellectual Property rights in any software written specifically for and paid of by Revenue, 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.

4.11 Award of contract

Subject to the appropriate procurement rules, Revenue reserves the right not to proceed with the procurement process or any part of the process or to change the basis of the process and may terminate the process (or any part thereof) at any time and in such event Revenue shall not be liable, howsoever, to any potential candidate or the company tendering. Nothing herein or any communication between Revenue and any potential candidate in connection with this procurement shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance herewith. Revenue shall not be bound to accept the lowest or any tender.

4.12 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 products and 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.

4.13 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of the successful Tenderer, individual employee or corporate or individual service provider of a contractor must be fully disclosed to Revenue. All references hereinafter to conflicts of interest shall include conflicts of interest or potential conflicts of interest arising either for the successful Tenderer, individual employees or corporate or individual service providers relating to the tender. Tenderers should confirm in the course of their Tender bid that, prior to responding to this RFT, comprehensive searches to identify any conflict of interest have been carried out. Tenderers are expected to exercise all reasonable care in ensuring that they are aware of any conflicts of interest, which exist or may arise at any stage of the process.

Should any such association or conflict of interest emerge at any time subsequent to the submission of a response to this RFT it should be immediately disclosed to Revenue and confirmed in writing by registered post.

4.14 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.

4.15 Freedom of Information and Commercially Sensitive Information

Revenue undertakes to use their best endeavours to hold confidential, any information provided by Tenderers in response to this Tender, subject to obligations under law, including, but not limited to, the Freedom of Information Act, 1997 and the Freedom of Information Amendment Act 2003.

Tenderers wishing that any of the information supplied in their tender should not be disclosed should identify this sensitive information clearly and specify the reason for its sensitivity (See Appendix E.). Revenue will consult such candidates before making a decision on disclosure of the information concerned on foot of any relevant Freedom of Information (FOI) request, which may be received. However, Revenue can give no guarantee on the final outcome of any FOI request in any instance. Revenue may release all other information supplied by the candidate (without prior consultation with the candidate), in response to an FOI request.

Revenue requires that all information made available to Tenderers in the course of this project be treated in strict confidence, unless indicated otherwise by Revenue in writing.

4.16 Rejection of Responses

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

Where the Tenderer 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 Tenderer 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 Vendor, Revenue reserves the right to seek additional proposals and/or to make alternative arrangements, as it may deem fit.

4.17 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.

4.18 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.

4.19 Legal Issues

Tenderers should be aware that National legislation in relation to Official Secrets, Data Protection, Minimum Wage (including legally binding industrial or sectoral agreements),

Waste Management, the Environment, and Health and Safety applies. Tenderers must accept that they are solely responsible for ensuring full compliance with the relevant aspects of such legislation.

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 Vendors providing goods or services 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.

4.20 Tax Clearance

The successful Tenderer must, prior to the award of the contract, be able to provide evidence of compliance with the terms of the Department of Finance Circular 43/2006 Tax Clearance Procedures - Public Sector Contracts. Where a Tax Clearance Certificate expires within the course of the Contract, Revenue requires that the Tenderer will seek and produce a renewed certificate. All payments under the Contract will be conditional on the contractor being in possession of a valid tax clearance certificate issued by the Irish Revenue Commissioners. It will be the responsibility of the successful Tenderer to ensure that any sub-contractor complies with these requirements.

In the case of a non-resident Tenderer winning this tender, a statement from the Revenue Commissioners confirming suitability on tax grounds will be required, prior to award of contract.

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. Detailed information and instructions concerning Tax Clearance are available on Revenue's website (www.revenue.ie) and on the Department of Finance's website (www.finance.gov.ie).

4.21 Indemnity

The Vendor 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 Vendor. 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 Vendor 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.

4.22 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.

4.23 Removable Storage Media

Laptops, notebooks, diskettes, CDs, flash memory devices etc. may only be used on Revenue networks in accordance with the strict procedures set down by Revenue for such use.

4.24 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 Vendor even if that offer contains what appears to be an acceptable proposal.

Revenue does not accept responsibility for any Tenderer's assessment of the requirements. It is the duty of the Tenderer to fully understand and correctly interpret this RFT. At all times, the Tenderer has the responsibility to notify Revenue, in writing, of any ambiguity, divergence, error, omission, oversight, or contradiction contained in this RFT as it is discovered or to request any instruction, decision, clarification or direction that the Tenderer may require to prepare a Tender. (See Section 4.3 in relation to Query Handling above.)

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

4.25 Payment Schedule

Payment for all services will be on foot of satisfactory delivery of outputs to agreed schedules and the submission of appropriate invoices for work completed. Invoicing arrangements will be agreed with the successful Tenderer as part of the contractual arrangements. Payments will be made to the contractor in accordance with the provisions of the Prompt Payments Act, 1997 (No. 31 of 97), as amended in the Regulations on Late Payments in Commercial Transactions, 2002, and on condition that the contractor shall pay sub-contractors accordingly.

In accordance with Government requirements, payments for professional services will be subject to Professional Services Withholding Tax as laid down by the Irish Revenue Commissioners.

4.26 Working with Revenue Contracted Third Parties

The successful Tenderer must be prepared, for the duration of the contract, to work with any third parties contracted by Revenue and, at the request of Revenue, to provide knowledge transfer to any third parties at the end of the contract period or on notice of termination of the contract.

4.27 Insurance

The successful tendering company may be required, to maintain in force during the lifetime of the contract, Public Liability Insurance, Employer's Liability Insurance, Professional Indemnity Insurance and Product Liability Insurance, where appropriate. Tenderers should provide current certificates of insurance where relevant, with their proposal.

Evidence of such cover may be required by Revenue from time to time.

See also Section 4.21 in relation to Indemnity above.

4.28 Prior Knowledge of Tenderer

Responses to this RFT will be evaluated solely on the quality of the content of the proposal. In the event that the companies tendering have previously been involved in the provision of services to Revenue, they should not assume that Revenue is aware of their ability to carry out the work set out in this RFT.

No recognition will be given to information previously submitted. See Section 5 below for further details.

4.29 Law and Jurisdiction

Work carried out by the contractor, irrespective of where their offices are located, shall be deemed to be carried out in Ireland and shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish Courts.

4.30 Licences

The following must be provided:

- A clear statement in relation to ownership of all software supplied and any third party licensing which may be involved.
- A statement outlining the licence policy or subscription, if any, in relation to the solution as adapted for Revenue. This should address whether a 'site licence' is provided, or whether more restrictive approaches are proposed e.g. a concurrent or named user arrangement or a platform related licence.
- The exact licensing model for any and all products comprising the proposed ST solution, including any cost implications for the number of users, transactions and CPUs including multicore CPU installations. This requirement applies to all software including software used for testing and any additional embedded software, which may have separate licensing requirements.
- Tenderers should identify any issues arising from the possible re-sale by Revenue in the future of all or parts of the solution.
- If Open Source software or components is being employed/embedded, give details of any licensing model employed e.g. GPL.

4.31 Source Code

Tenderers must clearly indicate the ownership of all source code, including procedural source code, and must indicate whether the source code will be provided to Revenue and any conditions that will apply.

Tenderers must also clearly indicate Details of Escrow arrangements for source code, including verification procedures, and detailing any cost to Revenue. If source code cannot be provided (e.g. third party package software) as part of the contract, suitable Escrow agreements may be required to protect the interests of Revenue.

Where bespoke software is written specifically for, and paid for by Revenue, sole ownership of such software will reside with Revenue. All quoted costs will be assumed to be on this basis unless explicitly stated otherwise.

4.32 Guarantees and/or Warranties

Details of Guarantees and/or Warranties covering error correction, upgrades and enhancements to the basic solution must be provided.

4.33 Support and Maintenance

Details of Support and Maintenance covering error correction, upgrades and enhancements to the basic solution must be provided.

4.34 Delivery and Implementation Schedule

Full details of the proposed timescale for implementation must be provided as outlined in Section 2 above, (on the assumption of a contract award date in Q3 2009), including earliest start date, and what phasing options are available. It should be noted that Revenue is committed to timely live implementation of the solution, as outlined in Section 4.37 below. A delivery schedule must be provided confirming the timetable for implementation including:

- Delivery schedule of software.
- Installation of Software (indicating who is responsible for installation).
- Customisation.
- Integration with existing Revenue systems.
- Testing.
- Training and handover.

4.35 Product Development

Clear statements as regards product development must be included in the response, including development plans for the product in the short and long term, with particular reference to the developer's commitment to keeping the product(s) current with advances in technology and legislation.

4.36 Documentation

Tenderers must include in their response, details of the documentation they will provide, including the format(s) available (e.g. whether available on-line), and details of how it is to be kept up-to-date. It must be clearly identified what documentation is included in the pricing.

4.37 Implementation

The response should identify the minimum level of essential training to achieve successful implementation. It must also specify what skills and training are required to operate the solution going forward. Details of the tools, competencies and skills required to maintain the solution should be provided together with recommended training requirements for each user class and technology specialist area, detailing the provider options, training medium,

duration and expected cost of such training. As specified in section 6 below, Tenderers should clearly state what training is included in the quoted price.

The response should set out a proposed plan for the handover, and identify any costs, potential difficulties or risks associated with the handover.

4.38 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 (Co-ordinating procedures for the award of public works contracts, public supply contracts and public service contracts). For more details see Appendix D.

4.39 Procurement Process

This procurement process will be governed under EU Directive 92/50/EEC as amended (the “Services Directive”).

4.40 Tender Evaluation

Revenue may, as part of the evaluation of tenders, require Tenderers to make a presentation of their proposals, or to interview key 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 (see also Section 4.17 in relation to Tendering Costs above).

4.41 Copies of this document

An electronic copy of this RFT will be available through the eTenders website:

<http://www.etenders.gov.ie>

5 FORMAT OF RESPONSE

5.1 Meeting the Requirements

Tenders must address each of the paragraphs in detail, using the numeric order set out in this RFT, i.e. indicate the corresponding Section/Clause/Number to which their answer relates, and submit their proposals in that format.

. The Tenderer's response must include a written statement that they accept the terms and conditions set out at Section 2 of this document.

The completed Declaration of Compliance with E.U. Council Directive 2004/18/EC, must accompany the Tenderer's response (Appendix C.).

It will be a condition for the award of a contract that the successful Tenderer must be able to promptly produce a valid Tax Clearance Certificate. See section 4.20 above for further details relating to Tax Clearance Certificates.

A short-list of suppliers may be compiled of the highest ranked tenders based on the application of the stated award criteria. The short-listed suppliers may be invited to make presentations of their proposals to Revenue. The marks awarded under the award criteria will be reviewed and may be revised following the presentations.

References are required from at least three organisations where the Tenderer has carried out similar relevant assignments (see section 5.3.2.5 below).

The Tenderer must explain clearly how their proposal addresses the requirements (described in Section 2 above).

Tenderers must 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.

Tenders must be submitted in either the English or Irish language.

Any queries concerning this document may be submitted, by e-mail only, to:

software.testing.rft@revenue.ie

5.2 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.

5.3 Layout of Tender

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

5.3.1 Section A

5.3.1.1 Proposed Response – Summary

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

- 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 or resources for the project should be stated.
- How it is proposed to implement the proposals, summarising the issues involved, the risks, the methodologies proposed, the activities to be completed, the personnel responsible for each activity, the required input from Revenue, and arrangements for liaison with Revenue.
- A description of any role or element of the contract to be carried out by any third party/sub-contractor.
- A summary of costs. Tenderers may wish to note that Revenue will consider acquisition by ongoing subscription as well as once-off fee-based arrangements. Details on the Schedule of Costs are set out in Section 6 below.
- The tender must outline in detail the proposals for maintenance costs including patch delivery arrangements, software evolutions, compliance with legislative change, platform migration and the extent to which earlier versions of software are supported.

5.3.2 Section B

5.3.2.1 Contact information:

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

5.3.2.2 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 solution and the signing of the contract.

5.3.2.3 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.

-
- Appropriate financial information 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.

In addition, Tenderers should:

Give number of resources globally, with specific references to those relevant to this RFT:

- Describe your company's strategy and how it plans to achieve a market leadership position.
- Describe your product road map and how it reflects market trends and customer needs. Explain how frequently new products and upgrades are rolled out.
- List any active lawsuits or any other litigation pending against your company and include any settlements within the last 12 months.
- Describe the partnerships or alliances maintained by your firm.

5.3.2.4 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.

5.3.2.5 Reference sites

The Tenderer should provide three reference organisations to which either an ST package, or a comparable solution has been or is currently being delivered.

Details should include:

- Name of the Organisation.
- Contact.
- The solution delivered.

5.3.3 Section C

5.3.3.1 Fit to Revenue Requirements

5.3.3.1.1 Proposed Solution

Please provide a description of your integrated ST solution and its features.

5.3.3.1.2 Professional Services:

- Describe your implementation approach for the proposed system. Include the support you can provide for the deployment of your software products and the approximate time and costs involved.
- Are the staff members involved in implementing the proposed solution employees of your company? If not, provide a profile of the third-party partner, its financials and the number of employees.
- Describe your market expertise in implementing your proposed integrated ST solution in the Finance Industry or a Revenue authority.

5.3.3.1.3 Training:

- Describe the training that accompanies the implementation of the system.

-
- Do you have a training facility in the Dublin area? If not, where is your closest training facility? Discuss staffing, trainer experience and other relevant details.
 - Do you offer "Train the Trainer" classes? Are they on site or in a classroom environment? Provide an example of a training agenda for a supervisor trainer and the system administrator.
 - Is there a published schedule of classes? How far into the future is it scheduled? What is the fee schedule?

5.3.3.1.4 Maintenance:

- Do you have a support facility in the Dublin area? Describe facilities and staffing.
- Discuss the maintenance programs available. Do you offer on-site support? Highlight a program recommended for Revenue. What are price differences between programs?
- Do you provide maintenance/support on customisation implemented during the initial installation?
- Does the maintenance program cover all future software upgrades? Explain.
- Discuss your service call escalation policy — Level 1, Level 2 etc.
- Historically, what percentage of service/support calls can be resolved remotely?
- What are recommended staffing requirements for ongoing support of the proposed solution?

5.3.3.1.5 Warranty:

- Describe the warranty offered with your proposed solution.
- Do the same support commitments apply during the warranty period (that is, response time, etc.) as during the maintenance contract period?

5.3.4 Section D

5.3.4.1 Licences

See Section 4.30 above in relation to Licences.

5.3.4.2 Source Code

See Section 4.31 above in relation to Source Code.

5.3.4.3 Delivery and implementation Schedule

See Section 4.34 above in relation to Delivery and Implementation Schedule.

5.3.4.4 Product Development

See Section 4.35 above in relation to Product Development.

5.3.4.5 Documentation

See Section 4.36 above in relation to Documentation.

5.3.4.6 Implementation

See Section 4.37 above in relation to Implementation.

5.3.5 Section E

5.3.5.1 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.

5.3.5.2 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 4.20 above.

5.3.5.3 Other

5.3.6 Section F

5.3.6.1 Completed Costs Schedule.

See Section 6 below in relation to Schedule of Costs.

5.3.7 Section G

5.3.7.1 Tender Checklist

See Appendix B.

5.3.7.2 Signed Declaration

See Appendix B.

5.3.7.3 Statement of Compliance

See Appendix C.

5.3.7.4 Sensitive Information

See Appendix E.

6 SCHEDULE OF COSTS

All costs must be quoted in euro (€), detailing both VAT exclusive costs and VAT inclusive costs.

6.1 Pricing

- Tenderers should clearly state the Total Cost of Ownership (TCO) of the proposed solution. This must include all costs including costs for the proposed/recommended licensing model best suited to our approach to Software Testing.
- Tenderers should quote for the supply of a solution at a fixed price in respect of all products, services and components being offered. Each category of cost (as defined below) must be priced separately.
- Tenders should clearly identify and quote for annual maintenance and support of the supplied solution and component(s) and state on what basis the quote is calculated.
- Tenderers should clearly identify what training is included in the price, and what required training is not included.
- Tenderers must clearly identify underlying database/repository licence requirements and associated costs.
- Where parts of the solution will be met by standard office products, or any other dependent products, these should be identified (particularly in relation to versions) but not included in the cost.
- Costs for any other specialised hardware and software, or any other products or services essential to the installation, use or maintenance of the system, should be described and confirmation given as to whether they are included in the quoted price.
- The costings must be broken down into the following categories, giving both initial cost and any recurring costs based on the fixed price model except where otherwise stated:
 - o ST Package:
 - The off-the-shelf cost, by component, of the ST software.
 - Any costs which apply to development or test environments.
 - All licensing costs should be clearly identified and costed.
 - o Installation services:
 - Training costs.
 - All other installation support or maintenance services should be clearly identified and costed.
 - o Integration Services:
 - Integration of the solution with existing Revenue systems.
 - o Customisation/Configuration costs, if any:
 - Costs on a time and materials basis may be submitted for this category.
 - o Any third part or other product costs.

o Other costs.

- Tenderers should separately and clearly identify any recurring costs (such as subscriptions, licences, maintenance etc.) that will occur beyond handover of the system.

6.2 Duration of acceptance period

In consideration of receiving the tender documents, the Tenderer agrees that the tender shall remain open for acceptance for a minimum of six (6) months from the date of submission.

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 either the English or Irish language.
- 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 4.22 and Appendix C).
- c) Tender documentation is complete, as specified in Section 5 and Appendix A of this document.
- d) Tender satisfies all the essential 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 meet all requirements by reference to a proven track record.

Tenderers should note that only Tenders that 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.

As part of the process of evaluating tenders, site visits to other clients of the Tenderer may be required. 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

Tenders that fulfil the above mandatory criteria will be evaluated on the basis of the most economically advantageous tender that fully complies with the requirements set out in the RFT, applying the following criteria:

1. Fitness of solution to meet business requirements, both current and future, including richness of functionality, modularity, stability and proven track record of the package. (300/1000)
2. Proposed total cost of providing the solution itemised in accordance with 6.1. (250/1000)
3. Awareness of best practice in Software Testing systems and ICT, and degree of incorporation of best practice in proposed solution. (150/1000).
4. Technical merit of the solution, specifically the degree of fit with Revenue's software and hardware platforms. (100/1000).
5. Proposed installation and support services. (100/1000).
6. Stability and reliability of the tendering company (or companies). (100/1000).

8 APPENDIX A.

Required Layout of Tender

Section A.

1. Proposed response – Summary (see section 5.1).

Section B.

2. Contact information (see section 5.3.2.1).
3. Consortia (see section 5.3.2.2).
4. Company profile (see section 5.3.2.3).
5. Customer base (see section 5.3.2.4).
6. Reference sites (see section 5.3.2.5)

Section C.

7. Fit to Revenue Requirements (see section 5.3.3.1).

Section D

8. Licences (see section 4.30).
9. Source Code (see section 4.31).
10. Delivery and Implementation Schedule (see section 4.34).
11. Product Development (see section 4.35).
12. Documentation (see section 4.36).
13. Implementation (see section 4.37).

Section E.

14. Risk Management procedures (see section 5.3.5.1).
15. Sub-contracting (see section 5.3.5.2).
16. Other – any other information.

Section F.

17. Completed Costs schedule (see section 6).

Section G.

18. Tender Checklist – see Appendix B.
19. Signed Declaration – see Appendix B.
20. Signed Declaration – See Appendix C.

9 APPENDIX B.

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 2 above) and Evaluation terms (Section 7 above).	
2.	Statement of compliance with EU Council Directive 2004/18/EC (Section 4.38 above and Appendix C.).	
3.	Disclosures outlined in Section 4.13 above – Conflicts of Interest.	
4.	Disclosures outlined in Section 4.14 above – Registerable Interest.	
5.	Confirmation that information not identified as sensitive (Section 4.15 above) may be released in response to a request under the Freedom of Information Act.	
6.	Employment Conditions statement (Section 4.19 above).	
7.	Statement on Tax Clearance (Section 4.20 above).	
8.	Current certificate of insurance (Section 4.27 above).	

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 Vendor be accepted.

***** Please ensure this declaration is signed *****

Signature of Company Representative:

Current position:

Date:

10 APPENDIX C.

Statement of compliance with EU Council Directive 2004/18/EC (Section 4.38 above and Appendix D.).

Declaration

We declare that we are compliant with the terms of the EU Council Directive 2004/18/EC

******* Please ensure this declaration is signed *******

Signature of Company Representative:

Current position:

Date:

11 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.

12 APPENDIX E.

12.1 Sensitive Information

Revenue undertakes to use their best endeavours to hold confidential any information provided by Tenderers in response to this Tender, subject to obligations under law, including, but not limited to, the Freedom of Information Act, 1997 and the Freedom of Information Amendment Act 2003.

If the Tenderer considers that the information supplied in response to this RFT is sensitive and should not be disclosed please identify this sensitive information clearly and specify the reason for its sensitivity. Details concerning the sensitive information should be provided under the following headings:

Name of Tender: Integrated Software Testing Solution.

Name of Tendering Party:

Paragraph Reference:

Relevant Sensitive Information:

Reason for Sensitivity:

Revenue will consult such candidates before making a decision on disclosure of the information concerned on foot of any relevant Freedom of Information (FOI) request, which may be received. However, Revenue can give no guarantee on the final outcome of any FOI request in any instance. Revenue may release all other information supplied by the candidate (without prior consultation with the candidate), in response to an FOI request.