

## Devon County Council

**CP1404-16**  
**OJEU Reference 2017/S 081-156408.**

### **INVITATION TO TENDER** **(OPEN)**

**Fully Hosted and Managed Human Resources Management  
System**

<b>Tenderer to insert their company/organisation name</b>

**This ITT must be completed and returned in the published format. Failure to comply with this instruction may result in your tender submission being discounted.**

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## A1: Invitation to Tender

<p style="text-align: center;"><b>Invitation to Tender No:</b></p> <p style="text-align: center;">CP1404-16</p>	<p><b>DEVON COUNTY COUNCIL</b> Devon Procurement Services Room 120, County Hall, Exeter, Devon EX2 4QD</p>
<p><b>Tender for:</b> Hosted Human Resources Management System</p> <p><b>Period of Contract:</b> 5 years from 11th September 2017 With subsequent options for the Authority to extend for further periods of: 3 years 2 years 2 years (total 12 years)</p>	<p><b>Due for return by 12:00 Noon on:</b></p> <p style="text-align: center;"><b>12<sup>th</sup> June 2017</b></p>

### Conditions of Invitation (Qualification)

- A1.1 Tenders are invited for the supply of the goods and / or services specified or described in the invitation.
- A1.2 The contract shall be subject to the Authority's Standard Conditions of Contract. Wherever special conditions of contract are contained in the invitation to tender, the contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with the Authority's Standard Conditions of Contract, the special conditions shall prevail. Offers by tenderers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.
- A1.3. The Authority does not bind itself to accept the lowest or any tender, and reserves the right to accept a tender either in whole or in part, for such item or items specified in the invitation to tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately.
- A1.4. The Authority reserves the right, subject to relevant laws, and at any time, to reject any Tender Response and/or to terminate discussions with any of the Tenderers.
- A1.5 This Invitation to Tender (ITT) together with any other information to be provided at any time within the procurement process has been and will be provided in the interests of assisting Tenderers to develop their proposals. It is intended only as an explanation of the Authority's requirements and is not as a representation to induce any Tenderer to enter into any form of contract with the Authority.
- A1.6 Accordingly information provided does not purport to be all-inclusive or to contain all the information that the prospective Operator may require. Tenderers and their advisers must take their own steps to verify information which they use, and must make an independent assessment of the opportunity described in this ITT after making such investigation and taking such professional advice as they deem necessary.
- A1.7 Neither the Authority nor any of its directors, officers, employees, agents who now or at any time become concerned with the procurement process shall be considered to make or be deemed to have made any representation or warranty as to the adequacy, accuracy, reasonableness or completeness of the information contained in this ITT and any associated documents. However, the Authority does not exclude any liability that it may have for fraudulent misrepresentation or any other liability not capable of being excluded by law.

- A1.8 Neither the Authority nor its professional advisors shall be liable for any loss or damage arising as a result of reliance on the information in this ITT and attachments, or any associated documents or other information subsequently or previously provided, nor for any expenses incurred by Tenderers at any time. No third party has been or will be authorised to accept or agree to accept on behalf of the Authority any such liability.
- A1.9 Tenderers remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from them in connection with their Tender Responses whether incurred directly by them or their advisors or subcontractors and regardless of whether such costs arise as a consequence direct or indirect of any amendments made to this ITT and/or other documents issued by the Authority at any time. For the avoidance of doubt, the Authority shall have no liability whatsoever to Tenderers for the costs of any discussions or communications.
- A1.10 The information in this ITT and any associated documents is made available on condition that it is treated as confidential by the Tenderers and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a submission to be made. For example disclosure by a Tenderer to its insurers and funders who are directly involved in the tender, provided they have each given an undertaking at the time of receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
- A1.11 Other than as specified above, Tenderers shall not make any of the information referred to in A1.10 available to any other parties in any circumstances without the prior written consent of the Authority nor use it for any purpose other than that for which it is intended.
- A1.12 Tenderers shall be responsible for the confidentiality of their own information.
- A1.13 This ITT is the copyright of the Authority. Tenderers shall not reproduce any of the ITT or any associated documents in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of the Authority, other than for use strictly for the purpose of preparing their Tender Responses. This ITT and any document at any time issued as supplemental to it are and shall remain the property of the Authority and must be returned or destroyed upon demand.
- A1.14 Any Tenderer who, in connection with this tender:
- A1.14.1 offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an advisor for the Authority; or
  - A1.14.2 does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
  - A1.14.3 contacts any officer of the Authority about any aspect of the tender, except as authorised by this ITT including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Tenderer of such officer for the purpose of the Project or for soliciting information in connection with the Project, will be disqualified from any further involvement in the procurement process (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability, which such conduct by a Tenderer may attract).
- A1.15 Tenderers should advise the Authority as soon as practicable in the event of a conflict of interest arising in respect of a Bidder's Tender Response. In such circumstances, the Authority may require further information from Tenderers but reserves the right to disqualify a Tenderer from further involvement in the procurement process.
- A1.16 In the event of any inconsistency, this document and enclosures will take precedence over any documents previously issued by the Authority in relation to this Project.
- A1.17 The laws of England and Wales shall apply to this ITT and the Tender Responses.
- A1.18 The Authority reserves the right to disregard Tender Responses it considers as non-compliant unless exceptional extenuating circumstances prevail, of which the Authority will be the final arbiter. The Authority will reject any Tender Response that is:

A1.18.1 not in accordance with the Conditions of Invitation and all other instructions issued by the Authority during the procurement process; and/or

A1.18.2 received after the time specified in this ITT.

A1.19 The Authority reserves the right to:

A1.19.1 cancel the procurement process at any stage; and

A1.19.2 require a Tenderer to clarify its submission in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer being disqualified).

A1.20 ***Tenderers must satisfy themselves that they are eligible to take part in this tender and would not be subject to exclusion as a result of meeting any of the grounds set out in regulation 57 of the Public Contracts Regulations 2015 (Exclusion grounds). A copy of the Public Contracts Regulations 2015 can be found at <http://www.legislation.gov.uk/uksi/2015/102/contents/made> by signing below you are confirming that you do not meet any of the exclusion grounds.***

A1.21 Price: Prior to award Tenderers will be required to hold firm the prices submitted in their offer to supply for 120 days and no increase will be accepted prior to award of the Contract. Post award prices will be fixed as per the schedule of payments agreed at award of Contract.

A1.22 ***Tenderers are to Inform Themselves Fully***

A1.22.1 On submitting an offer to supply in response to the ITT, it is the Tenderer's responsibility to ensure they fully understand the requirement. Any site visits or pre-tender clarification which the Tenderer requires to assist with this can be organised through the authorised officer staff detailed within Section A4.10.

A1.22.2 The Tenderer shall be deemed to have understood the nature and extent of the Services required and to have visited the sites and no claim may be founded on failure so to do.

A1.23 ***PSN Agreement***

You will be required to sign a Devon County Council 'Public Sector Network agreement' which will be provided for signature if your organisation is shortlisted. This only applies to an organisation that will have access to the DCC network. You must satisfy yourself at this stage in the procurement process that you are able to sign the attached PSN agreement (Appendix C). It is a condition of the contract that you agree and sign the terms. If you are unable or unwilling to do this, DCC reserve the right to withdraw your tender at no cost to the authority.

**To Devon County Council**

I / We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my / our tender either in whole or in part, to supply (*or perform the services*), on such terms and conditions and in accordance with such specifications (*if any*), as are contained or incorporated in the Councils invitation to tender. I / We agree and declare that the acceptance of this tender by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a contract for the supply of such items, and, I / We agree to enter into a further agreement for the due performance of the contract.

\*Signed: ..... Date: .....

Name: (*in block capitals*): .....

In the capacity of: ..... on behalf of: .....  
(*State official position, i.e. Director, Manager, Secretary etc.*)

Company Name and postal address: .....

.....

Telephone No: .....

Fax No: .....

E-mail .....

\*Company Registration Number and legal form: .....

*\*(It must be clearly shown whether the Tenderer is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Tenderer, the capacity in which he/she signs or is employed).*

## A2: Definitions

<b>Applicant</b> shall mean:	Any organisation that has registered an interest in, or responded to, this Invitation to Tender
<b>(The) Authority</b> shall mean:	Devon County Council
<b>Authorised Representative</b> shall mean:	Any employee of the Authority or the Contractor empowered to make decisions relating to this contract, on behalf of their organisation
<b>Contract</b> shall mean:	The agreement between the Customer and the Contractor for the provision of Services being the subject of this Tender, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties
<b>Contract Price</b> shall mean:	That sum so named in the Contract, together with any additions thereto or deductions there from, agreed in writing under the Contract
<b>Contractor</b> shall mean:	The person, firm or company named as such in the Contract as responsible for carrying out the Contract and shall include the Contractor's legal personal representatives, successors and permitted assigns
<b>(The) Council</b> shall mean:	The Devon County Council or its duly authorised officers.
<b>Customers</b> shall mean:	Any representative of the Authority entitled to place orders under this contract
<b>DCC</b> shall mean:	Devon County Council
<b>DPS</b> shall mean:	Devon Procurement Services
<b>ESPD</b> shall mean:	European Single Procurement Document
<b>ITT</b> shall mean:	Invitation to Tender
<b>MEAT</b> shall mean:	Most Economically Advantageous Tender as outlined within the EU Procurement Directives
<b>Offer to Supply</b> shall mean:	The ITT document fully completed by the Applicant and returned to DCC by the means indicated within this documentation
<b>PSN</b> shall mean:	Public Service Network. The public service network of networks delivered through multiple service providers
<b>Tenderer</b> shall mean:	Any organisation that has submitted an Offer to Supply in response to an Invitation to Tender
<b>Other</b> abbreviations:	
<b>HMRC</b>	<b>Her Majesty's Revenue and Customs</b>



<b>RTI</b>	<b><i>Real Time Information</i></b>
<b>JNC</b>	<b><i>Joint Negotiating Committee</i></b>
<b>NJC</b>	<b><i>National Joint Council</i></b>
<b>W3C</b>	<b><i>Web content accessibility guidelines or equivalent Link ?</i></b>
<b>SAAS</b>	<b><i>Software as a Service</i></b>
<b><i>Local Government Digital Service Standard</i></b>	<b><i>The Local Government Digital Service Standard suggests a common approach for local authorities to deliver good quality, user centred, value for money digital services.</i></b> <a href="http://localgovdigital.info/localgov-digital-makers/outputs/local-government-digital-service-standard/">http://localgovdigital.info/localgov-digital-makers/outputs/local-government-digital-service-standard/</a>
<b>HRMS</b>	<b><i>Fully Hosted and Managed Human Resources Management System</i></b>
<b>UAT</b>	<b><i>User acceptance testing</i></b>

## A3: Certificate of Undertaking and Absence of Collusion

The tenderer shall sign the below Certificate of Undertaking and Absence of Collusion (at foot of page), clearly indicating whether they sign as a Consortium or Member of a Consortium (box A), or as a single body and/or individual (box B) by **striking through Box A or B, whichever is inapplicable.**

### Box A - Consortium

I/We the undersigned do hereby certify that:-

- (a) the consortium's tender is bona fide and intended to be competitive and the consortium has not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person outside the consortium;
- (b) the consortium has not entered into any agreement with any person outside the consortium that they shall refrain from tendering or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted or asked the amount of any tender to be submitted;
- (c) the consortium has not informed any person outside the consortium other than the person calling for the tender the amount or approximate amount of the tender or proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary or will be necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender;
- (d) the consortium has not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or the proposed tender for the said work any act or thing of the nature specified and described above.
- (e) I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.

### Box B – Single Body and/or Individual

I/We the undersigned do hereby certify that:-

- (a) My/our tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person;
- (b) I/we have not indicated to any person other than the person calling for the tender the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary or will be necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender;
- (c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from tendering or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted or asked the amount of any tender to be submitted;
- (d) I/we have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or the proposed tender for the said work any act or thing of the nature specified and described above.
- (e) I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.

For and on behalf of:

Signed: ..... Date .....  
(Duly authorised agent of the tenderer)

Position held: .....

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## A4: Guide to the competitive process and instructions for acknowledgement and completion of tender

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### A4.1 *Guidance on the Invitation to Tender Process*

There are a number of key stages that all tenderers should be aware of that Devon County Council will conduct throughout this process.

#### A4.1.1 Qualification

All tenderers must comply with the conditions of invitation (qualification) stage which included the requirement to be fully compliant with regulation 57 of the Public Contracts Regulations 2015 <http://www.legislation.gov.uk/uksi/2015/102/contents/made>. Any tenderers who do not fully meet the requirements of regulation 57 or misrepresent any information or evidence provided in relation to regulation 57 may be excluded from further consideration.

#### A4.1.2 Standard Selection Questionnaire

There are certain commercial requirements detailed within section E2 (c) for instance financial reports, parental guarantees and insurance cover, these will be reviewed as part of the due diligence period before any award of contract. If the requirements are not met Devon County Council reserves the right to withdraw your organisation's bid.

#### A4.1.3 Award Criteria Evaluation Questions

A series of questions will be asked and the responses will be marked, the details of the sub criteria and weightings are given in section A5.2 so that all tenderers are aware of the maximum potential marks available. It should be noted that to achieve the highest marks available for the questions you should provide good evidence as to what is being offered, how you propose to achieve the required targets and your proposed methodology to perform the contract.

The evaluation process will include a separate scored demonstration of your proposed system.

The Quality Evaluation consists of;

1. The written responses and self-declaration of compliance with requirements relating to:
  - a. Appendix A – Payroll requirements
  - b. Appendix B – HR requirements including time and attendance
  - c. Appendix C – Reporting requirements
  - d. Appendix D – Self service requirements
  - e. Appendix E – Data migration requirements
  - f. Appendix F – ICT requirements
2. The written responses to questions in section E3: Award Criteria Evaluation Questions.
3. A demonstration of your proposed system which will be a separately scored component of the quality score (see appendix J).

#### A4.1.4 Price

All tenderers must complete section E4 in accordance with the instructions; the price element of your bid will be combined with the quality element to identify the most economically advantageous bid(s).

## A4.2 The evaluation process

### A4.2.1 Quality Evaluation

Scores will be awarded by the quality evaluation panel in line with Figure [1] Scoring Matrix and Marking guidelines below:

Figure 1 Scoring Matrix and Marking Guidelines

Percentage of Score Awarded	Quality Band	Quality Band Definition
0	Very Poor or No Response	The response provides no confidence
20	Poor	The response provides very little confidence
40	Unsatisfactory	The response provides some confidence but not to an acceptable degree
60	Satisfactory	The response provides an acceptable degree of confidence
80	Good	The response provides a good degree of confidence
100	Excellent	The response provides a high degree of confidence

In applying the scoring scale, each Bid will be evaluated according to its quality and deliverability. The term 'quality' in this context refers to performance and fitness for purpose of the proposal and therefore covers any aspect of a submission that affects the performance of the contract. 'Deliverability' refers to the likelihood that all aspects of a particular submission could in fact be delivered by the Bidder concerned.

The evaluation panel members will objectively, on an individual basis for each bidder's response to a question, decide which quality band definition most accurately describes the response. The evaluation panel members will record the corresponding 'Percentage of Score Awarded' and the strengths and weaknesses of the response.

Only the 'Percentage of Score Awarded' corresponding to the 'Quality Band Definition' detailed in the scoring matrix may be awarded to a response (i.e.: 0, 20, 40, 60, 80, or 100). No other scores may be used.

To ensure that the evaluation is objective a moderation process will then be undertaken with the evaluation panel to discuss and agree overall single consensus score for each response where individual evaluator scores differed in relation to a bidder's response to a question. If the evaluators cannot agree on a score for one or more responses, then the majority score will be selected as the consensus score; the minority score(s) will be discounted along with the associated comments made in relation to the minority score(s).

Each question will have a maximum score value which is published at A5.3.1 This maximum score value will be multiplied by the consensus quality score percentage awarded by the evaluation panel to ascertain the final awarded unweighted score for each question.

Each question's final unweighted score will then be multiplied by the weighting for the associated award criteria (e.g. quality, technical merit, etc.) to produce the weighted score.

All weighted scores from each award criterion will then be added together to give a quality score total for each tenderer's bid.

The quality score total for each tenderer's bid will then be multiplied by the overall quality weighting to arrive at a final quality score for that individual tenderer for evaluation purposes.

At each stage of the process all mathematical results will be rounded to two decimal places.

For illustration purposes, a worked example to demonstrate the scoring process is provided below and is highlighted yellow. Please note that the weightings and marks available in the example relate only to the example and not to this procurement.

**Example:** The published questions and weightings and the scores awarded (shown in red) for 'Bidder 1' are detailed in Figure [2] Example of Scores and Weightings below:

Figure [2] Example of Scores and weightings

#### Tender Evaluation Weightings

The contract award for this example will be based on the following percentage weightings:

40% in relation to Price

60% in relation to Qualitative Proposals

#### Tender Price

40% of evaluation

Tender price will be measured in terms of total cost.

#### Qualitative Proposals

60% of overall evaluation

Qualitative proposals will be measured in terms of the following award criteria which will be individually weighted:

BIDDER 1 EVALUATION					
Weighting	Award Criteria	Marks Available	Quality Band	Percentage of Score Awarded	Score Awarded
55%	Question 1	70	Satisfactory	60%	42.00
	Question 2	30	Good	80%	24.00
	Question 3	75	Good	80%	60.00
45%	Question 4	25	Excellent	100%	25.00

**Example:** For Question 1, Bidder 1's answer was assessed as 'Satisfactory' meaning that the answer is allocated 60% of the maximum score available. The maximum score for Question 1 is 70 marks and this is multiplied by 60% (the Percentage of Score Awarded) to give a score for Question 1 of 42.00.

The score awarded for each individual question will then be multiplied by the award criteria weighting, after which all quality scores will be added together to establish the total quality score for that tenderer. The result is shown in Figure [3] Total Quality Score below:

Example  
Figure 3 Total Quality Score Bidder 1

Question	Score Awarded	Award Criteria	Award Criteria Weighting	Weighted score
1	42.00	Quality	55%	23.10
2	24.00	Quality	55%	13.20
3	60.00	Technical Merit	45%	27.00
4	25.00	Technical Merit	45%	11.25
Total Quality Score				74.55

In this example for Bidder 1 the answers provided have a combined calculated quality and technical merit score of 74.55 out of an overall maximum possible score of 100. This total quality score is then multiplied by the overall quality weighting, which in this example is 60%, to give a final Quality score of 44.73 out of 60.

**Example:** Quality score awarded = 74.55 x Quality weighting of 60% results in a final weighted quality score of 44.73. This is calculated as follows:  
 $74.55 \times 0.6 = 44.73$

#### A4.2.2 System Demonstration

The purpose of the system demonstration is to understand how your system will meet the essential requirements, and what expectations there are on us to configure the system.

Your demonstration must cover each of the key requirements, identified within appendix J, and demonstrate them within your system. The demonstration session is intended to be interactive and will be attended by our 'in house' experts for each module who will want to discuss the requirements as they are being demonstrated. We are also keen to understand the full potential of your system and how it may deliver 'over and above' our essential requirements within the pricing bid submitted by your organisation.

The system demonstration will be scored in accordance with the scoring matrix in section A 4.2.1.

The evaluation panel members will objectively, on an individual basis for each bidder's demonstration of each of the key essential requirements, decide which quality band definition most accurately describes the demonstrated functionality. The evaluation panel members will for each essential requirement record the corresponding 'Score Awarded' and the strengths and weaknesses of the demonstration.

To ensure that the evaluation is objective a moderation process will then be undertaken with the evaluation panel to discuss and agree overall a single consensus score for each of the essential requirements; where individual evaluator scores differed in relation to an essential requirement. If the evaluators cannot agree on a score for one or more essential requirements, then the majority score will be selected as the consensus score; the minority score(s) will be discounted along with the associated comments made in relation to the minority score(s).

The demonstration is allocated 20 marks from the overall marking score, There are 38 key essential requirements to demonstrate, each of these requirements will attract a maximum of 100 marks so the maximum possible score is 3800. Only the 'Percentage of Score Awarded' corresponding to the 'Quality Band Definition' detailed in the scoring matrix may be awarded to a response (i.e.: 0, 20, 40, 60, 80, or 100). No other scores may be used. This maximum possible score of 3800 will be divided by the total moderated scores awarded by the evaluation panel to give a percentage score, this percentage will be applied to the 20 marks available for the demonstration and the result included within the overall quality score as described above.

#### Example

The maximum possible score is 3800. Where a bidder achieves a moderated 'Essential Requirement' score of 2280 this will be divided by the maximum possible score to provide a percentage.

e.g.

$$2280 / 3800 = .60 * 100 = 60\%$$

The available score for the demonstration of 20 marks this will be multiplied by the percentage score awarded above (60%) to give the overall evaluation score for the demonstration (12.0 marks) which will be included within the quality element of the evaluation shown above

e.g.

$$20 * 60\% = 12.0$$

The Authority will require applicants to attend a system demonstration process between 10/07/2017 and 20/07/2017 hosted by a panel of internal stakeholders.

Applicants will already have been aware of the likely date through the timetable below, and should have kept the date free or arranged for another representative of the Applicant's organisation to attend. As due notice of the event has been supplied through this documentation, system demonstration dates will not be changed due to Applicants being unavailable. Non-attendance may result in exclusion from further consideration.

Devon County Council requires tendering organisations to demonstrate their proposed solution to members of the evaluation panel who will be accompanied by Devon Procurement Services staff. The system demonstration will be scored separately in accordance with the published award criteria, scores and weightings.

The time allotted for the system demonstration is one day (7 hours) for each bidder. In the interest of fairness, the time scales shall be applied to all tenderers. You are therefore advised to concentrate your demonstration on the key requirements detailed in appendix J.

The following resources will be made available; however, you may wish to bring your own IT resources in order to ensure there are no compatibility issues. Devon County Council will provide public Wi-Fi, a data projector and screen.

A list of timings and specific areas which we will require to be covered in detail are included at appendix J, system demonstration dates will be sent to you by 15/06/2017 at the latest together with specific time and date and details of the venue.

#### A4.2.3 Price Evaluation

The price evaluation will be conducted by a separate evaluation team from the Quality evaluation team, based on the lowest tendered total overall 5 year cost ex vat.

The lowest tendered price will score 100 marks. The other offers will then receive scores expressed as an inverse proportion of the lowest price. Where two bidders offer the same lowest price both will be awarded 100 marks. All results will be rounded to two decimal places. The formula used will be:

$$(\text{Lowest tendered Price} / \text{Tenderer's price}) \times 100 = \text{tenderer's price score}$$

**Example** Lowest tendered price = £1000. Bidder 1's tendered price = £1300. Bidder 1's price would attract a score of 76.92 calculated as follows:

$$1000 / 1300 = 0.7692 \times 100 = 76.92$$



Price scores will then be multiplied by the price weighting to give a final price score.

**Example:** In this example the price score of 76.92 is then multiplied by the overall price weighting of 40%, to give a final price score for evaluation purposes of 30.77 calculated as follows:  
 $76.92 \times 0.4 = 30.77$

Should a bidder submit a Free of Charge offer, for evaluation purposes that offer will be allocated a price of 1p which will attract 100 marks with other offered prices being allocated scores on an inverse proportional basis of the 1p as described above.

#### A4.2.4 Final Evaluation Score

The final overall quality + price score for each tenderer is obtained by adding the final weighted quality score for that tenderer to the final weighted price score for that tenderer to give an overall combined quality + price score out of 100.

**Example** for Bidder 1 the final weighted quality score = 44.73 + final weighted price score = 30.77 gives an overall quality / price score of 75.50 calculated as follows:  
 $44.73 + 30.77 = 75.50$

Each tenderer's overall quality/price score will be compared with the other tenderers' overall quality + price scores to identify the winning bid.

Should two or more tenderers achieve the same highest overall score the total moderated scores awarded by the evaluation panel for the system demonstration will be used to separate the bidders with the bidder obtaining the highest demonstration moderated score being identified as the winning bid.

#### A4.2.5 Due Diligence and essential requirements system testing

The successful bidder's system will be fully tested in accordance with the essential requirements of:

- Appendix A – Payroll requirements
- Appendix B – HR requirements including time and attendance
- Appendix C – Reporting requirements
- Appendix D – Self service requirements
- Appendix E – Data migration requirements
- Appendix F – ICT requirements

during the due diligence phase; this will be via a detailed demonstration to our in house subject matter experts. The demonstration will need to cover all our essential requirements as detailed in appendices above. If a bidder fails the due diligence stage then the authority reserves the right to discount that bidders tender and move on to the next best offer. This will be the last stage prior to award recommendation. The details of the dates and venue will be sent to the successful bidder, the date of the demonstration is likely to be week commencing 31/07/2017.

### A4.3 Procurement Timetable

The proposed timetable for this procurement is as follows:

Proposed Date / Time	Tender Event
24/04/2017	Advertisement in OJEU/Contracts Finder/ Supplying the South West Portal
<b>12:00 Noon 05/06/2017</b>	Final date that DCC will accept tender clarification questions



12:00 Noon 12/06/2017	Closing date for receipt of tenders – see Conditions of Invitation (Qualification) 18
19/06/2017 – 07/07/2017	Evaluation of tenders
10/07/2017 – 20/07/2017	System demonstrations
20/07/2017 – 31/07/2017	Price evaluation,
31/07/2017 – 10/08/2017	Due Diligence
10/08/2017 – 28/08/2017	Preferred supplier recommendation and sign off
29/08/2017 – 11/09/2017	Preferred supplier/s and unsuccessful supplier/s notified (standstill period)
11/09/2017	Award of contract
12/09/2017 – 01/05/2018	Mobilisation
01/05/2018 – 31/08/2018	System Roll out
01/09/2018	System fully operational

**N.B.:** Whilst the schedule timelines the anticipated key dates in the procurement process, this data is offered as information only and for planning purposes. The Authority does not bind itself strictly to the above timetable. Should circumstances dictate a change to the proposed timetable Tenderers will be informed.

#### **A4.5 Intention to Bid (or otherwise)**

- A4.5.1 New users to the system ([www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)) must register first to obtain a user name and password before returning to this opportunity. Tenderers should refer to the help link under Useful Links that provides guidance on how to register and use the system.
- A4.5.2 Suppliers interested in this opportunity should express their interest by clicking on the 'Register interest in this opportunity within the Business Opportunity Advert.
- A4.5.3 Once suppliers have expressed their interest they can access the procurement/tender documentation from 'My Activities' on the home page or on the header bar.
- A4.5.4 Indicate via Supplying the South West Portal/ ProContract whether or not you intend to submit a tender in response to this invitation by selecting "Register intent to response" or "No longer wish to respond" under the Response Controls.

#### **A4.6 Pre and Post Tender Clarification**

- A4.6.1 Upon commencement of the tendering process Applicants should not approach any member of the Authority in relation to the ITT, other than by using the messaging facility on ProContract that is on the Supplying the South West Portal website.
- A4.6.2 If clarification is required on any issues within this ITT, all questions must be submitted via the Supplying the South West Portal website /ProContract system. Open the Messaging area by selecting 'View Messages' and this will show any messages that have already been received and the area to create new messages to the raise any clarification questions.
- A4.6.3 When creating a clarification question through the 'Messaging' facility ensure the subject title is relevant to the question that is being asked.

- A4.6.4 In compliance with European guidelines on equal and fair treatment of tenderers, any information that DCC dispenses in response to requests for clarification will be distributed to all of the participating organisations as opposed to solely the organisation that requested the information. The only circumstance in which this procedure may be waived is if a tenderer considers their enquiry to be innovative to their offer in which case this should be clearly communicated within the correspondence. DCC will decide whether the request for information is deemed “innovative” to the Applicant’s offer and if not considered to fall within that category the Applicant will be informed so they may make a decision whether to continue the line of enquiry.
- A4.6.5 Relevant questions together with the answers will be posted on the Supplying the South West Portal website/ ProContract system and automatic e-mails will be sent to Tenderers informing them that a new message has been posted and that they should visit the website to view it as well as the notification area within the system. If the supplier has unsubscribed to the emails then the notification will only appear in the generally notifications area within the system.
- A4.6.6 Tenderers registering after a clarification has been posted will not receive notification that messages are available for viewing.
- A4.6.7 When Tenderers first access the ITT they should satisfy themselves that they have seen any clarifications posted. It is in the Tenderers interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.
- A4.6.8 The final date that DCC will accept tender clarification questions will be noon on the day stated in the contract diary above on page 15.
- A4.6.9 Upon receipt of tenders the Authority may wish to pose post-tender clarification questions to Tenderers. This will be administered in writing via the messaging area within ProContract; the Authority may wish applicants to attend an interview-type process or presentations hosted by a panel of internal stakeholders.
- A4.6.10 Abnormally low tenders, Where DCC receives a tender which is abnormally low, in accordance with Regulation 69 of the Public Contracts Regulations 2015, it shall require the tenderer to explain in writing the price or cost proposed in the tendered provision of goods or services. DCC shall assess the information provided by the tenderer and may reject the tender where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.
- A4.6.11 Where a formal system demonstration is required applicants will be informed as soon as the dates and arrangements have been confirmed.

#### **A4.7 Evaluation of Offers to Supply**

- A4.7.1 All offers will be treated equally and assessed with transparency throughout the evaluation process. The successful offer(s) will be that which achieves the highest score within a best value framework (optimum combination of whole-life costs and quality) in line with the European Procurement Directives award procedure of Most Economically Advantageous Tender (MEAT).

Quality will be assessed through a series of evaluation questions which are contained at Section E3 of this ITT. The Applicant’s proposal and any subsequent post tender clarifications the system demonstration will be assessed by a panel.

The panel will allocate scores in accordance with the Marking Guidelines matrix (See A.4.2.1) and the award criteria published in this document (see A5.3.1). The panel evaluating quality will not be aware of the prices bid until the quality evaluation is completed.

System demonstration the panel will allocate scores in accordance with the Marking Guidelines matrix (See A.4.2.1) and the award criteria published in this document (see A5.2). The panel evaluating the system demonstration will not be aware of the prices bid until the demonstration evaluation is completed.

Tendered prices will be evaluated by a different panel who will evaluate price in accordance with section A4.2.3

Once the quality and Price scores have been allocated and moderated the weightings are applied and the resulting quality and price scores are combined for each bidder to produce a final overall score for that bidder. The winning bidder(s) will be the one(s) that submit the highest scoring overall bid(s) as detailed in section A4.2.4

N.B.: All information conveyed within a Tenderer's offer to supply will be relied upon as being true and accurate and will form part of the contract. If any of the information given within a tenderer's offer is subsequently identified as being inaccurate, this may exclude that organisation from further consideration pre-contract award. In the event of such an eventuality post contract award the Authority reserves the right to terminate the contract.

## **A4.8 Completion of Tender Documentation**

A4.8.1 Please ensure that you complete all sections of the tender documentation prior to submission. The Evaluation ProForma is split into four parts:

A4.8.2 Standard Selection Questionnaire

The Tenderers' responses to these questions will be used to select compliant Tenderers to go forward to the tender evaluation stage. These questions will be PASS / FAIL. Tenderers supporting statements (where applicable) should be succinct concise and as brief as possible and self-contained not referring to additional documents or other supporting statements other than the ESPD where in accordance with Regulation 59 of the UK Public Contract Regulations 2015 and EU Implementing Regulation 2016/ Available at

[http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=OJ:JOL\\_2016\\_003\\_R\\_0004&from=EN](http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=OJ:JOL_2016_003_R_0004&from=EN)

Devon County Council will accept submission of the following parts/sections of the ESPD as part of any submission:

- i. ESPD Part II (A,B,C,D)
- ii. ESPD Part III (A,B,C,D)

Where Tenderers choose to submit all or any part of the ESPD in place of an element required in Section E2 Standard Selection Questionnaire of this ITT this must be clearly identified and referenced by the Tenderer against that element in this ITT. Any ESPD responses will be assessed in the same way as the responses to Section E2 as outlined below

**Qualification Assessment.** Tenderers' responses to the Standard Selection Questionnaire will be used to select compliant Tenderers to go forward to the tender evaluation stage. Where a Tenderer answers yes to Grounds for Mandatory Exclusion (*E2 (b) Part 2 - Section 2*) or fails to meet the Authority's Economic and Financial Standing requirements (*E2 (c) Part 3 - section 4*), that Tenderer will be excluded from the procurement process. Where a Tenderer answers yes to Grounds for Discretionary Exclusion (*E2 (b) Part 2 - Section 3*) that Tenderer may be excluded from the procurement process.

A4.8.3 The Award Criteria Evaluation Questions

Tenderers answers to Section E3 the Award Criteria Evaluation questions will be evaluated in accordance with A4.2.1 to determine the quality of your bid. These questions will be scored and will contribute to the overall score for the Tender.

Tenderers' answers to each of the ITT questions must be self-contained without referring to additional documents, answers to other ITT questions or other supporting statements (unless specifically requested). Tenderers should respond to each point in the question when providing its answer. DCC reserves the right to mark the answer solely on the response to each question and have different evaluation panel teams evaluate different parts of each Bid. Evaluators will only read the response to each individual question they are evaluating; evaluators will not follow any cross-referencing to other parts of the Bid.

#### A4.8.4 The Price Schedule

The Tenderers price will be calculated and weighted in accordance with the instructions detailed in Section E4: The Pricing Schedule. The price element of the tender will be scored in accordance with clause A4.2.2 and will contribute to the overall score for the Tender

#### **A4.9 Attachments**

A4.9.1 Where specifically requested, attachments must be submitted as separate documents preferably as PDF files. They should be clearly named so that it is obvious what each attached file contains.

For example, if you are requested in the ITT to explain your company structure by attaching a structure chart, and you attach two files to achieve this, one of the management structure and one of the staff structure, these should be called "Management Structure" and "Staff Structure" respectively.

A4.9.2 Attachments that have not been requested as part of the tender submission will be ignored and will not be taken into consideration as part of the evaluation process.

#### **A4.10 Return of Tender documentation**

A4.10.1 Devon County Council is using a secure (hosted) electronic tendering system through the Supplying the South West portal website, [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)

A4.10.2 Supplier user guides are available from the Help menu throughout the ProContract system. Suppliers are advised to make themselves familiar with the user guides contents prior to uploading Tenders, Quotations or Pre-Qualifying Questionnaires by using the topics within the 'Help' menu located on the header bar of all pages.

A4.10.3 In order to complete your electronic tender it must be downloaded to your system, completed and uploaded to the correct area of [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) in accordance with the return instructions and the stated deadline for submission of responses. Tenderers should be aware that DCC is unable to open any tender submissions until after the specified closing date and time for the receipt of tenders. Until this time, tenders are stored in an e-vault and cannot be accessed in any manner by any DCC staff.

**It is your responsibility to ensure that your bid is submitted prior to the closing date/time.**

**You should ensure that you leave enough time to upload and submit your bid.**

**A4.10.4 NOTE it is not possible to complete the tender online.**

The full tender document must be completed and returned in the published format. Failure to comply with this instruction may result in your tender submission being discounted. Your tender **must** be submitted through the Supplying the South West portal website (this may be submitted at any time prior to the closing time and date). Submission of electronic tenders should not be left to the last moment as it may take some time to upload your completed tender. The server timestamps (GMT) tenders when they are submitted. Tenders submitted after the stated closing date and time will not be considered. Tenders may be rejected if they are not properly completed.

**Tenders submitted after the stated closing date and time will not be considered.**

A4.10.5 All responses must be submitted electronically through the Supplying the South West portal. Tenders which are, e-mailed, posted, hand-delivered or faxed to Devon County Council will not be considered.

A4.10.6 Where forms require signing either by the Tenderers or a third party i.e. a bank authority, or insurance certificate, electronically completed versions are acceptable for tendering purposes, although fully signed hard copies of these forms will be required from tenderer(s) prior to the award of contract.

A4.10.7 Any technical questions relating to the use of the Supplying the South West Procurement Portal website should be addressed preferably by email to: [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com) or telephone helpline 0330 005 0352 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays). This is only the technical support line and any tender queries should be directed to the relevant procurement team running the contract through the discussions function of the Southwest procurement portal [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)

#### ***A4.11 Contact Name and details of Authorised Officer***

Kevin Balding  
Head of Category (Business)  
(01392) 383000 (please ask for Kevin Balding)  
[kevin.balding@devon.gov.uk](mailto:kevin.balding@devon.gov.uk)

**Please refer to sections A4.6 and A4.10.7 before contacting the above officer regarding the Invitation to Tender**

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## A5: Introduction, Background Information and Award Criteria

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### **A5.1 Introduction and Background Information**

In overall terms this project aims to secure the implementation of an effective Human Resources Management System with the objective of producing financial savings for the authority by utilising self-service access for all employees, managers and partnership workers, (including update and authorisation), and a move away from paper-based processes.

The self-service experience will need to be simple and intuitive in order to ensure that the user experience is a positive one. Managers will also benefit from a smooth transition from existing paper based processes to a new, easy to use self-service process, and will also benefit from associated efficiencies. Our intention is that all employee life cycle processes are initiated and approved via self-service workflows from the employee/manager; professional HR/Payroll users will provide a quality assurance and validation service.

In this way existing processes will be streamlined, providing greater efficiencies and economies for Devon County Council as a whole. We will adopt standard best practice processes and solutions, which will not be customised to match existing processes. We are taking an outcomes based approach with this tender and are keen to work with potential suppliers to take advantage of their experience and knowledge in providing services to local government employers; this will take place through a scored demonstration of any potential system and how this meets our essential requirements.

We are seeking one supplier to deliver our core services which are listed below; we are also interested in optional modules from the same supplier that we may or may not implement during the period of the contract.

#### **Core**

- Payroll including mileage and expenses (Appendix A)
- HR requirements including absence management and time and attendance (Appendix B)
- Reporting (Appendix C)
- Data migration from existing software (Appendix E)
- ICT requirements (Appendix F)
- ICT Architecture Diagram (Appendix G)
- DCC Technical Design Authority Principles Appendix H)
- Interfaces (Appendix I)

#### **Optional**

- Recruitment (Appendix K)
- Learning and development (Appendix L)

#### **High level requirements**

- The system will use cloud based technology, externally hosted, managed and maintained in line with DCC Corporate ICT Strategy, thus providing greater efficiencies and economies.
- Self-service – this is a core requirement and all employee life cycle changes will be initiated and approved via self-service. This is a fundamental change in culture for our organisation.
- Consumer grade experience - it will need to be intuitive for ease of access by all users, simple, easy to use and unobtrusive in order to meet user needs. It will use mobile technology solutions in keeping with agile working requirements.
- It will be future proofed as far as that is possible, with further upgrades included as part of the procurement process, including legislative changes. The ability to configure the system at a local level, e.g. create new pay allowances, hold information categories etc. We will not want to customise the system; basic configuration and system administration access will be required.



- We require a minimum of 12 months history migrated for absence purposes; in addition we want to minimise or remove the need for any manual back dated pay calculations and would want this performed by the system. Therefore, further data would need to be migrated; we would welcome your input regarding best practice for data migration and how we can ensure optimum automation for back dated changes within a new system. Please see Appendix E (Data Migration Requirements) for details of the information we currently hold and the format of this data.
- Automated data extraction from the new system on a nightly basis, to include all data to enable data warehousing. This will provide ease of access and additional functionality.
- The system will need to be scale-able to meet the changing needs of the authority, both with a reducing workforce, but also to maintain legal compliance e.g. intermediaries (off-payroll working). Together with the possibility of future partnership working arrangements.
- The system will need to integrate with a number of other systems as set out in our requirements.
- The system will need to support DCC employees, employees within DCC maintained schools and Academies, other types of workers associated with DCC such as agency workers, partnerships etc. In total this is approx. 24000+ employees/workers across multiple employer tax references. The system will need to be scalable to allow for this figure to increase and decrease.
- We're aiming for a full implementation within 12 months, including a phased go live. We appreciate that this is a ambitious timeline and we're keen to understand from potential suppliers the achievability of this together with the resource requirements required from DCC. The intention is to award the contract for the 7th September 2017. Mobilisation will start immediately upon award; we anticipate a phased go live approach commencing 1<sup>st</sup> May 2018 and finishing by 31<sup>st</sup> August 2018 with a fully operational live system for all our clients.
- The system will need to be able to handle large volumes of separate payruns, at present we have over 80 payrolls together with multiple pay dates. We therefore require the ability to create payroll sets/group runs.
- The phased go live will need to commence on 1<sup>st</sup> May 2018 and all modules must be live 31<sup>st</sup> August 2018; initially starting with core DCC employees, followed by DCC maintained schools and lastly our external clients, e.g. Academies and Dartmoor National Park.

### Further requirement information

Further details of our requirements can be found in the Appendices E through to L; these documents provide details of our essential, desirable and nice to have criteria.

In addition we have an ICT design principles and architecture diagram documents which can be found in Appendices G & H . Architecture diagrams showing proposed hosted service authentication processes and required identity exchange

With an increasing number of ICT systems, suppliers and technologies, it is essential that technical principles are set and maintained to ensure the compatibility, integration and efficient operation across all services.

The technical architecture describes how all of the technical components fit and co-exist together. The technical principles are set by DCC's Technical Design Authority and must be used whenever purchasing a new ICT service or system.

These standards are designed to ensure Devon County Council moves towards ICT services that are:

- Cost effective
- Re-useable and flexible
- Integrated and collaborative
- Safe, secure and reliable
- Legal and compliant

Compliance will be determined by the answers given to the questions in Appendix F – ICT Requirements. The full text of DCC's Principles is given in Appendix H for your guidance.

## A5.2 Criteria for the Award of Business

Criteria for the award of Business

Contract award will be made on the basis of the most economically advantageous tender solution, based on application of the following award criteria:

Tender Evaluation Weightings

The contract award will be based on the following percentage weightings:

40% in relation to Price

60% in relation to Qualitative Proposals

		Maximum Marks Obtainable
Tender Price		
40% of evaluation	Price	40
Tender price will be measured in terms of total cost (5 years)		
Qualitative Proposals		
60% of overall evaluation	Qualitative	60
Qualitative proposals will be measured in terms of:	Comprising of:	

Award Criteria Weighting	Award criteria / Question		
20%	Technical Merit	Maximum Marks Available	Individual weighted maximum mark available
	Question 1.1	20	2.4
	Question 1.2	20	2.4
	Question 1.3	20	2.4
	Question 1.4	20	2.4
	Question 1.5	20	2.4

20%	Delivery date and period and completion	Maximum Marks Available	Individual weighted maximum mark available
	Question 2.1	30	3.6



	Question 2.2	30	3.6
	Question 2.3	20	2.4
	Question 2.4	20	2.4

20%	Quality	Maximum Marks Available	Individual weighted maximum mark available
	Question 3.1	20	2.4
	Question 3.2	20	2.4
	Question 3.3	20	2.4
	Question 3.4	20	2.4
	Question 3.5	20	2.4

20%	Aesthetic and functional characteristics	Maximum Marks Available	Individual weighted maximum mark available
	Question 4.1	60	7.2
	4.2	40	4.8

20%	Aesthetic and functional characteristics	Maximum Marks Available	Individual weighted maximum mark available
	(Demonstration) 5.1	100	12

Total Qualitative Marks

60

### A5.3 Selection Questions

The standard selection questionnaire contains mandatory pass / fail questions and is designed to select organisations with the required economic and financial standing, experience and technical capacity to carry out the contract as well as any other mandatory selection requirements within the specification. All responses that pass the standard selection questionnaire will then be taken on to be assessed against the award criteria.

## SECTION B: Specification

### **B1.1 About the Specification**

Through their responses Tenderers shall demonstrate how they intend to deliver the Services subject of this specification. Flexibility to meet changing demands and customer needs is a key priority as is ease of use and simplicity of system management. The successful Tenderer shall affirm willingness, through the life of the Contract, to vary the service provision according to the Customer's needs and reasonable requests. Changes may either be variations to the original service provision agreed or by performing additional services, whatever they may be, provided they are "reasonable" and fall within the overall scope of what the Tenderer would reasonably be expected to be capable of delivering.

### **B1.2 Notes on 'Critical' and 'Desirable' Elements of the Specification**

The specification clearly identifies elements of the specification which are 'core requirements' and elements which are 'desirable'. Tenderers non-compliance with core requirements may result in that submission being ruled out. A material non-conformance to a core requirement may potentially rule a tender out, at the Authority's discretion. However bids will be viewed by the evaluation panel in terms of the conformance of their submission to the overall specification. 'Core' requirements are to be viewed as a key deliverable of the contract and are therefore of more significance in terms of the evaluation than 'Desirable' elements. Where core requirements are essential to any future contract and therefore a core requirement the questions relating to these requirements will form a pass/fail stage of the ITT evaluation process.

### **B1.3 'Alternative Bids'**

Alternative bids will not be accepted, or considered whether accompanied by a compliant bid or not.

### **B1.4 Environmental Issues**

- B1.4.1 The Contractor shall be expected to deliver the services subject of this contract in as environmentally friendly manner as possible and to work with DCC to improve sustainability through the life of this contract, on issues such as packaging, miles travelled and use of raw materials.

### **B2 Cost Strategy**

- B2.1 DCC seeks a fully costed and transparent contract price. These requirements will be clearly detailed within Section E4 pricing schedule.

### **B3 Core Requirements**

- B3.1 Core requirements are clearly defined within the Appendices;

- Appendix A – Payroll requirements
- Appendix B – HR requirements including time and attendance
- Appendix C – Reporting requirements
- Appendix D – Self Service
- Appendix E – Data migration requirements
- Appendix F – ICT requirements
- Appendix G – ICT architecture diagram
- Appendix H – ICT technical design principles
- Appendix I – Current interface diagram
- Appendix J – System demonstration

#### **B4 Optional Request for Proposal**

- B4.1 In addition to the core requirements DCC is also inviting bids for two additional areas of work these may be areas that DCC wishes to commission from the successful tenderer at some point yet to be determined during the life of the contract.
- B4.2. It is Devon County Council's intention to understand through this request for proposal, which (if any) of the identified services, the bidders for the HRMS already provide / undertake and which of these could be provided to DCC by the appointed contractor.
- B4.3 The additional areas of interest are:  
  
Appendix K – Recruitment requirements (optional module)  
Appendix L – Learning and Development (optional module)
- B4.4 If the successful tenderer bids for either of these additional modules, and DCC decide to implement either or both during the life of the contract, this will represent a permitted change under the change management protocol. The additional modules will not be evaluated as part of the procurement process. However if, following contract award, DCC wish to consider invoking either or both the additional modules then it will carry out an evaluation of the additional modules against the essential criteria for those modules. Details of that process are set out below
- B4.5 Further detail is provided for each of these two additional modules at Appendices K and L .
- B4.6 This optional request for proposal will not be evaluated as part of the HRMS contract award process nor will it affect the outcome of the competitive process for the provision of the HRMS.
- B4.5 The module requirements within appendix K & L are optional and bidders may, as part of their tender return, submit a proposal for both, one or neither of these two modules. Failure to submit a proposal for the optional modules will have no effect on the evaluation of the bidder's submission for the HRMS or the award of contract for the HRMS.
- B4.6 This optional request for proposal is intended to be an information gathering process enabling DCC to understand future possibilities for additional modules available to it that could be provided by the appointed HRMS contractor.
- B4.7 The request is an option for potential addition of either or both additional modules to the HRMS contract at a later date in accordance with the change management protocol, provided that best value can be achieved.
- B4.8 Through this request for proposal Devon County Council seeks to:
- B4.8.1 Understand which (if any) of the two additional modules at B4.3 bidders for the HRMS contract already provide.
- B4.8.2 Understand whether the bidders for the HRMS can provide the core requirements of the two selected areas at B4.3 as they are described at Appendices K and L.
- B4.8.3 Confirm that the bidders for the HRMS currently provide these additional modules and / or decide to offer a proposal for them are able to meet the requirements of the specification and DCC policies and targets with respect to each of the two additional modules detailed at B4.3
- B4.8.4 Understand the proposed key performance indicators and monitoring and reporting of the same and escalation procedures being proposed for the two additional modules at B4.3
- B4.8.5 Obtain a cost to provide the two additional modules at B4.3 as they are described at Appendices K and L.
- B4.8.6 Understand what functionality of the additional modules the bidders for the HRMS currently offer and are able to propose for the two additional modules at Appendices K and L.

B4.8.7 Understand what innovation and efficiencies will be delivered through the implementation of the additional modules detailed at Appendices K and L.

B4.8.8 Confirm that the proposed additional modules will meet the essential requirements of the specification detailed at Appendices K and L and DCC policies and targets with respect to each of the two selected areas at Appendices K and L.

## **B5 Management Information**

B.5.1 The Contractor(s) will be required to provide management information reporting to the customer on a monthly basis.

- Key performance indicators to be reviewed monthly initially and then quarterly or at a frequency to be agreed, minimum of an annual review.
- Key performance indicators to be reviewed at each review meeting and covering the preceding monthly quarterly or agreed period:

Number of issues reported together with category and severity  
Response time to issues  
Review cause noticeable incidents and issues  
Number of calls to supplier service desk  
Review of change management items  
Review of forth coming changes / updates  
System availability

- All system downtime planned in advance and agreed.
- Account manager arrangement.

## **B6 Performance and Contract Monitoring**

B6.1 The Contractor shall be expected to perform as per this ITT and their proposals offered through the tender process.

B6.2 The Authority shall measure the Contractor's performance through the following process:

- System availability – this will need to be agreed and cover details and timetables of upgrades, legislative up grades, system availability, scalable licences to allow changes in workforce both increasing and decreasing and future developments.
- Account review meetings – to review support issues, notable incidents, SLA performance and product development initially every month and then as required, with a minimum of an annual review.
- Supplier service desk – supplier service desk to be available from 8.30 until 17.30 as a minimum from Monday to Friday. Out of hours contact point also required for outside of these hours and at weekends. Ideally the service desk will be operated on ITIL (IT infrastructure library) principles.
- Escalation process in place and dedicated point of contact.
- User group forum – access to other users with the ability to ask questions and share knowledge.
- Upgrades and updates to be agreed in advance and performed outside of 8.30 to 17.30, Monday to Friday.
- Minimum time of 2 weeks allowed for UAT testing for minor updates and changes, larger upgrades or end of year processes to be discussed and agreed in advance allowing sufficient time for testing.
- Service availability – during the core hours 8.30 – 17.30 we require maximum system availability, e.g.99%. Maintenance and updates should take place outside of these times and by prior agreement.

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## SECTION C: Terms and Conditions of Contract

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- C1** *Attach as a separate document your standard terms and conditions of contract for a Fully Hosted and Managed Human Resources Management System. your terms and conditions will be subject to review by the council.*

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## SECTION D: DCC Special Terms and Conditions of Contract CP1404-16

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### **D1 Duration of Contract**

The intention is to award the contract on 7th September 2017. Mobilisation will start immediately upon award; we anticipate a phased go live approach commencing 1<sup>st</sup> May 2018 and finishing by 31<sup>st</sup> August 2018 with a fully operational live system for all our clients.

The contract is intended to commence on 7th September 2017 and will continue subject to satisfactory performance for an initial period of five years, with the option for the Authority to extend for additional subsequent periods of 3 years, 2 years and 2 years to a maximum of 12 years, subject to satisfactory performance and client approval.

### **D2 E-Trading**

#### **D2.1 Procure to Pay**

Devon County Council has introduced a procure to pay system meaning that purchase orders and invoices can be dealt with electronically for the purchase of goods and services.

Purchases must be accompanied by an official Devon County Council order (8 digit numeric reference beginning with 3). The change in systems and process has to place emphasis on the officer requesting goods or services raising an order. If you are awarded this contract or promoted to a framework as a result of this ITT and subsequently receive a request for goods or services without an order number, you must refuse that request unless it is accompanied by an official DCC order. Thereafter it is essential that you quote the relevant order number reference on your invoice(s).

In summary, the requirement of P2P is that:

- All purchases must be accompanied by a purchase order
- Invoices must have a corresponding purchase order (PO) - if you do not quote this your invoice may not be paid
- Invoices should be sent centrally unless you have locally agreed alternative arrangements
- The use of orders achieves greater automation and greatly reduces the time taken to process invoices and make payment
- This new way of working excludes schools, libraries (now external) and anything ordered through our e-commerce portal Devon eBiz.

For the system to operate Devon County Council will require email addresses for your organisation for the following:

- Main Email address
- Order Email address
- Remittance Email address

In smaller organisations, these may be the same. The successful bidders will be required to e-mail: [financesystemssupport-mailbox@devon.gov.uk](mailto:financesystemssupport-mailbox@devon.gov.uk) with your most current information. To avoid maintenance, these email addresses should, where possible, be generic to your organisation and not individual's mailboxes.

Sending Invoices

You should send your invoices by email, as individual attachments to our central Accounts Payable Team:

- by email to [accountspayable-mailbox@devon.gov.uk](mailto:accountspayable-mailbox@devon.gov.uk)

Emailed invoices should be separated so that we receive one invoice per attachment and one attachment per email. To ensure prompt payment, the use of PDF or TIF attachments is preferable.

Each invoice must relate to a single Purchase Order and must quote that Purchase order number.

### ***D3 Conformance to Recognised Standards***

Notwithstanding the requirements of the specification which must be complied with at all times, where an appropriate British Standard Specification or Code of Practice, or European equivalent, is in force at the date of tender, or is amended, or comes into force during the contract period, the service supplied shall at least be in accordance with that standard and must comply with:

- DCC technical principles please see attached Appendix H
- HMRC standards
- Teachers Pensions
- Department for Education
- The Pensions Regulator
- Principles of local government digital service standards

### ***D4 Disaster Recovery and Business Continuity Plan***

- Not later than the start of providing the Services the supplier **must** develop, implement, operate, maintain and continuously improve a plan setting out the business continuity and disaster recovery arrangements that the Tenderer **must** have in place throughout the term of this Contract ("Disaster Recovery and Business Continuity Plan").
- The Disaster Recovery and Business Continuity Plan **must** (without limitation):
  - enable the continued provision of the Operational Services in accordance with this Contract in the event of a complete loss of the Services and/or in the event of a Critical Service Failure and/or in the event that the building from which the Hosting Services are provided becomes unfit or unusable for its purpose;
  - ensure that no data is lost and that the integrity of all data is preserved;
  - provide assurance that backups for all of the solution data are held in a secure and separate location from the data centre hosting the primary solution database.
  - permit the retrospective entry of data, with the correct date/time.
  - contain a risk analysis;
  - provide for the documentation of relevant processes and procedures;
  - set out key contact details for the Tenderer and the Authority;
  - identify the procedures for reverting to "normal service";
  - identify the procedures for operating in offline mode and state how long that can be supported
  - ensure the adverse impact of any service failure or disruption on the operations of the Authority is minimal;
  - ensure that there is a process for the management of disaster recovery testing; and
  - be in accordance with Good Industry Practice (such as BS25777) and the Authority reasonable requirements as notified to the Tenderer from time to time.



- The supplier **must** ensure that it is able to implement the provisions of the Disaster Recovery and Business Continuity Plan at any time during the term of this Contract following the Go-Live Date and **must** test the Disaster Recovery and Business Continuity Plan on a regular basis (and, in any event, within 6 months of the Go-Live Date and then not less than once in every 24 month period). The Authority **must** be entitled to participate in such tests and have access to all plans and reports as it may reasonably require.
- The supplier **must** implement the Disaster Recovery and Business Continuity Plan with the Authority's prior approval in the event that there is a complete loss of the Services and/or there is a Critical Service Failure and/or the building from which the Hosting Services are provided becomes unfit or unusable for its purpose.

## **D5 Return of data**

The supplier must return all data 6 months prior to the end of the contract; this must include all the data that has amassed during the contract term together with the data that was originally migrated. The data must be returned in a suitable format; which is to be agreed at the time.

# **SECTION E1: Evaluation Pro Forma**

## **E1 Explanatory Notes**

- E1.1 Tenderers are required to complete the Evaluation Pro Forma in full. The pro forma is in three parts: Section E2 Standard Selection Questionnaire; Section E3 Award Criteria Evaluation Questions; Section E4 Price Schedule.
- E1.2 The standard selection questionnaire section which contains mandatory pass / fail questions are designed to select organisations with the required economic and financial standing, experience and technical capacity to carry out the contract as well as any other mandatory selection requirements within the specification.
- Section E2 (a) 1.1(a) potential supplier information and E2 (a) 1.3 contact details and declaration are not used in the evaluation but provides the authority with relevant information for monitoring and communication.
- E1.3 All responses that pass the standard selection questionnaire will then be taken on to be assessed against the award criteria, where responses to the questions in this section will be marked and used to determine the preferred supplier / suppliers. The questions and areas within the award criteria have been allocated evaluation weightings which are detailed earlier in this document and within the evaluation Pro forma.
- Where a minimum quality threshold has been set only organisations meeting or passing that threshold will be considered for selection as preferred supplier/suppliers.
- E1.4 Promotion to a framework or award of contract to a Tenderer does not however imply any representation by the Authority as to the Tenderer's financial stability, technical competence or ability in any way to carry out the services. The right to return to these matters as part of the formal tender evaluation process is hereby reserved to the Authority.
- E1.5 Where additional information has been requested (e.g. a company structure chart); this information should be clearly named so as to identify the files contents and uploaded with your tender response.
- E1.6 The information you provide on the pro forma will be relied upon for evaluation purposes and will be taken to be true and accurate. If subsequently it is determined that any information supplied was not accurate and was relied upon for evaluation purposes, then the Authority reserves the right to exclude your offer to supply (if still under evaluation) or if the Contract has been awarded to you and



the information inaccurately supplied had a significant bearing on the award then the Authority shall be at liberty to terminate the Contract.

#### E1.7 Change in Circumstance

Tenderers are responsible for ensuring that the information provided in Section E2 Standard Selection Questionnaire remains accurate throughout the course of the procurement process. Accordingly Tenderers must inform the Authority as soon as they are aware of any change in circumstances.

The Authorities may exclude a Tenderer which cannot prove the accuracy of the information it provided in response to the questions in Section E2 Standard Selection Questionnaire or where the information has materially changed such that the Tenderer no longer meets the Authorities' minimum requirements.

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## SECTION E2: Standard Selection Questionnaire

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### ***Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2***

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

### ***Supplier Selection Questions: Part 3***

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

### ***Consequences of Misrepresentation***

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

## **Fully Hosted and Managed Resources Management System**

**CP1404-16**

**Open**

### ***Notes for completion***

1. The "authority" means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. "You" / "Your" refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term "potential supplier" is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the "regulations") and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2.
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

## SECTION E2 (a): Part 1 – Potential Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential Supplier Information		
Question Number	Question	Response	
1.1(a)	Full name of the potential supplier submitting the information		
1.1(b) - (i)	Registered office address (if applicable)		
1.1(b) - (ii)	Registered website address (if applicable)		
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)		
1.1(d)	Date of registration in country of origin		
1.1(e)	Company registration number (if applicable)		
1.1(f)	Charity registration number (if applicable)		
1.1(g)	Head office DUNS number (if applicable)		
1.1(h)	Registered VAT number		
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).		
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>	

<b>1.1(j) - (ii)</b>	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.			
<b>1.1(k)</b>	Trading name(s) that will be used if successful in this procurement			
<b>1.1(l)</b>	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual			
<b>1.1(m)</b>	Are you a Small, Medium or Micro Enterprise (SME)?	Yes	<input type="checkbox"/>	
		No	<input type="checkbox"/>	
<b>1.1(n)</b>	Details of Persons of Significant Control (PSC), where appropriate: - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more.  (Please enter N/A if not applicable)			
<b>1.1(o)</b>	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)			
<b>1.1(p)</b>	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)			

**Please note:** A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

Section 1		Bidding Model	
Question Number	Question	Response	
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes	If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.
		No	If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.
1.2(a) - (ii)	Name of group of economic operators (if applicable)		
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.		
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes	
		No	
1.2(b) - (ii)	<p>If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.</p> <p>Name</p> <p>Registered address</p> <p>Trading status</p> <p>Company registration number</p> <p>Head Office DUNS number (if applicable)</p> <p>Registered VAT number</p> <p>Type of organisation</p> <p>SME (Yes/No)</p> <p>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</p> <p>The approximate % of contractual obligations assigned to each sub-contractor</p>		

### **Contact Details and Declaration**

In I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section

I am aware of the consequences of serious misrepresentation.

Section 1	Contact Details and Declaration	
Question Number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

## SECTION E2 (b): Part 2 – Exclusion Grounds

Please answer the following questions in full. **Note** that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for Mandatory Exclusion	
Question Number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b>            The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">web page</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">webpage</a>.</p>	
	Participation in a criminal organisation	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	<p>If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>



<b>2.3(a)</b>	<b>Regulation 57(3)</b> Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>2.3(b)</b>	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

**Please Note:** The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for Discretionary Exclusion		
Question Number	Question	Response	
<b>3.1</b>	<b>Regulation 57 (8)</b> The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">web page</a> , which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.		
<b>3.1(a)</b>	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes please provide details at 3.2
<b>3.1 (b)</b>	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes please provide details at 3.2
<b>3.1 (c)</b>	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes please provide details at 3.2
<b>3.1(d)</b>	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes please provide details at 3.2
<b>3.1(e)</b>	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes please provide details at 3.2
<b>3.1(f)</b>	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes please provide details at 3.2

<b>3.1(g)</b>	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes please provide details at 3.2
<b>3.1(h)</b>	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes please provide details at 3.2
<b>3.1(i)</b>	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes please provide details at 3.2
<b>3.1(j)</b>	Please answer the following statements			
<b>3.1(j) - (i)</b>	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes please provide details at 3.2
<b>3.1(j) - (ii)</b>	The organisation has withheld such information.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes please provide details at 3.2
<b>3.1(j) –(iii)</b>	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes please provide details at 3.2
<b>3.1(j)-(iv)</b>	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes please provide details at 3.2
<b>3.2</b>	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)			

## SECTION E2 (c): Part 3 – Selection Questions

Section 4	Economic and Financial Standing		
Question Number	Question	Response	
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:		
Name of organisation			
Relationship to the Supplier completing these questions			
5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>

Section 6	Technical and Professional Ability		
<p><b>6.1</b></p>	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>		
<b>Response</b>	<b>Contract 1</b>	<b>Contract 2</b>	<b>Contract 3</b>
<b>Name of customer organisation</b>			
<b>Point of contact in the organisation</b>			
<b>Position in the organisation</b>			
<b>E-mail address</b>			
<b>Description of contract</b>			
<b>Contract Start date</b>			
<b>Contract completion date</b>			
<b>Estimated contract value</b>	£	£	£

Question Number	Question	Response
6.2	Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)	
6.3	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.	

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015			
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes		
		No		
7.2	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes		Please provide relevant the URL
		No		Please provide an explanation

Section 8	Additional Questions			
Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.				
8.1	Insurance			
a.	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:	Yes		
		No		
	Employer's (Compulsory) Liability Insurance =	£10,000,000.00		
	Public Liability Insurance =	£5,000,000.00		
	Professional Indemnity Insurance =	£1,500,000.00		
	*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.			
8.2	Additional questions			

<b>a.</b>	In the last three years, have you had any contracts:	Yes		
		No		
<b>b.</b>	i. That have incurred contract penalties, default notices or payment of liquidated damages?			
	ii. Terminated by the client earlier than originally intended due to poor performance?			
<b>c.</b>	iii. Where you have withdrawn from the contract either before or after the award of contract?			
	If yes to any of the above, please give details and explain what has been rectified in order to avoid this situation arising in the future.			
<b>d.</b>	Do you have experience in supplying other Local Authorities/significant sized business with similar modules, a hosted cloud service with an emphasis on full self-service functionality?	Yes		
	If yes please provide details.	No		
<b>e.</b>	The tenderer must provide a copy of their standard support and maintenance contract documentation.	Yes		
		No		
<b>f.</b>	Confirm that an ESCROW agreement is in place to cover the security of proposed solutions or systems software, all solution data and backups, or an indication of willingness to enter into a contract with the Council's preferred ESCROW management Supplier.	Yes		
		No		

## SECTION E3: Award Criteria Evaluation Questions

The responses to the questions in this section along with the prices submitted in section F pricing schedule will be used to evaluate the responses received under the criteria and weighting system detailed in section A5.3. **Please refer to section A5.3.1 Criteria for the Award of Business and familiarise yourself with this before completing this section.**

### E3 1.1 (Maximum Score 20 Weighting 20)

**Please detail your proposed approach to data migration together with a high level plan; this should include methods for data verification and rollback in the event of a failed migration.**

[Tenderer to complete]

### E3 1.2 (Maximum Score 20 Weighting 20)

**Please explain how the Council's data will be backed up, how often, where, and how this data can be accessed both during and at the end of the contract together with details of your disaster recovery and business continuity plans?**

Tenderer to complete.

### E3 1.3 (Maximum Score 20 Weighting 20)

**Integration with our existing software and technology will be crucial, please provide an overview on how this will be achieved? Please reference Appendices K, L & M.**

Tenderer to complete.

### E3 1.4 (Maximum Score 20 Weighting 20)

**Please provide details of your incident response process and system availability standards; including initial response times, escalation times and response times?**

Tenderer to complete.

### E3 1.5 (Maximum Score 20 Weighting 20)

**Please describe the process for applying routine updates / changes together with details of your expectations of our responsibilities?**

Tenderer to complete.

### E3 2.1 (Maximum Score 30 Weighting 20)

**Following contract award, mobilisation will start immediately; we anticipate a phased go live approach commencing 1st May 2018 and finishing on 31st August 2018 with a fully operational live system for all our clients. Provide details of how this will be achieved, mitigation for any constraints you foresee and a high level plan which is in accordance with the phased approach and order of go live which can be found in the 'high level requirements'.**



Tenderer to complete.

**E3 2.2 (Maximum Score 30 Weighting 20)**

**What are the key expectations that you have of our responsibilities, obligations and effort required for a successful implementation?**

Tenderer to complete.

**E3 2.3 (Maximum Score 20 Weighting 20)**

**Please provide details of the help and support to be provided which is included in your tender price, this should cover during the implementation phase and once the contract has been implemented?**

Tenderer to complete.

**E3 2.4 (Maximum Score 20 Weighting 20)**

**How will you help us deliver the change in culture within our organisation with the introduction of self service?**

Tenderer to complete.

**E3 3.1 (Maximum Score 20 Weighting 20)**

**A flexible management reporting tool is required, with benchmarking, graphs and charts if possible. Please describe the functionality available together with details of your standard reports for users at employee level, manager level and organisation level?**

Tenderer to complete.

**E3 3.2 (Maximum Score 20 Weighting 20)**

**Please provide details of how your system meets the requirements of all the various statutory returns, for example; Teachers Pensions Annual Service Return (imminently changing to month data collection), the Social Workers Workforce Data Collection (changing to individual returns this year), HMRC returns etc?**

Tenderer to complete.

**E3 3.3 (Maximum Score 20 Weighting 20)**

**Please describe your payrun process, associated tasks such as paying over to third parties and your ability to deal with large numbers of separate payruns on multiple dates; together with the need to regularly remove and add new payruns?**

Tenderer to complete.

### E3 3.4 (Maximum Score 20 Weighting 20)

**With a large and diverse workforce and the introduction of self service, it will be vital to maintain accurate workforce heirarchies; please provide details of how this will be achieved?**

Tenderer to complete.

### E3 3.5 (Maximum Score 20 Weighting 20)

**Describe how your solution will meet the Mandatory ICT Requirements listed in Appendix F and include a High Level Design document demonstrating how you will meet these requirements.**

**To assist, Devon County Council's Technical Design Authority Principles are included at Appendix H and overview architecture diagram at Appendix G. The decision about whether a supplier meets TDA principles will be at DCC's sole discretion.**

Tenderer to complete.

### E3 4.1 (Maximum Score 60 Weighting 20)

**A positive user experience in using self service is a key requirement, an intuitive and easy to use system which requires minimal training is essential, how will your system deliver this and what support material do you provide?**

Tenderer to complete.

### E3 4.2 (Maximum Score 40 Weighting 20)

**To ensure ease of use and simplicity, we are keen to understand how the system compares with industry standards, does the system meet or exceed the current W3C web content accessibility guidelines or equivalent? The same for Local Government Digital Service Standard?**

Tenderer to complete.

### E3 5.1 (Maximum Score 100 Weighting 20)

#### **Demonstration - refer to Appendix J**

The Authority will require applicants to attend a system demonstration process between 14/07/2017 and 31/07/2017 hosted by a panel of internal stakeholders.

System demonstration dates will be sent to you by 14/06/2017 at the latest together with specific time and date and details of the venue.

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## Section E4: Pricing Schedule

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Tenderers are obliged to submit their pricing here including their total price and an itemised breakdown for the goods/services/works as detailed below. The total contract cost to be used for evaluation purposes will be the total cost, (Lifecycle cost for the main period of the contract (excluding VAT and any possible extension periods).

Failure to fully complete the Pricing Schedule or the submission of an alternative Pricing Schedule, may result in your tender being rejected.

The remainder of this page has been intentionally left blank.

Description	Price
<p><b><u>Initial 5 year contract period</u></b></p> <p><b>Total overall 5 year cost ex vat</b></p> <p><b>Core requirements (Appendices E to M)</b></p> <p>Please include:</p> <ul style="list-style-type: none"> <li>- Total implementation costs ex vat, including a full itemised breakdown of what is included within this cost</li> <li>- The cost of each module shown separately ex vat</li> <li>- a breakdown of how the licences are calculated together with the cost of any variables, e.g. increase or decrease in DCC employee/worker numbers or additional external employers</li> <li>- Cloud hosting cost ex vat</li> <li>- Support and maintenance costs (including backing up data, disaster recovery, system management and provision of development/test environments) costs ex vat and how these are calculated</li> <li>- Change requests/enhancement costs ex vat</li> <li>- Exit costs ex vat</li> <li>- Any other costs, e.g. Escrow software &amp; data ex vat</li> </ul> <p><b><u>Contract extension periods</u></b></p> <p><b>Total overall extension cost ex vat for 3, 2 &amp; 2 years</b></p> <p>Please include:</p> <ul style="list-style-type: none"> <li>- Total extension costs ex vat, including a full itemised breakdown of what is included within this cost</li> <li>- a breakdown of how the licences are calculated together with the cost of any variables, e.g. increase or decrease in DCC employee/worker numbers or additional external employers</li> <li>- Cloud hosting cost ex vat</li> <li>- Support and maintenance costs (including backing up data, disaster recovery, system management and provision of development/test environments) costs ex vat and how these are calculated</li> <li>- Change requests/enhancement costs ex vat</li> <li>- Exit costs ex vat</li> <li>- Any other costs, e.g. Escrow software &amp; data ex vat</li> </ul>	

Description	Price per annum to include all costs (hosting (£))
<p><b><u>Additional (optional) Modules</u></b></p> <p><b>Recruitment (Appendix K)</b></p> <p><b>Learning and Development (Appendix L)</b></p> <p><b>Total overall cost ex vat</b></p> <p>Please include:</p> <ul style="list-style-type: none"> <li>- Total implementation costs ex vat, including a full itemised breakdown of what is included within this cost</li> <li>- a breakdown of how the licences are calculated together with the cost of any variables, e.g. increase or decrease in DCC employee/worker numbers or additional external employers</li> <li>- Cloud hosting cost ex vat</li> <li>- Support and maintenance costs (including backing up data, disaster recovery, system management and provision of development/test environments) costs ex vat and how these are calculated</li> <li>- Change requests/enhancement costs ex vat</li> <li>- Exit costs ex vat</li> <li>- Any other costs, e.g. Escrow software and data ex vat</li> </ul>	

Prices to be held firm for a minimum of twelve months unless otherwise stated.

The prices quoted in the offer shall remain throughout the period of the purchasing arrangement except where:

- during the period of the contract the exchange rate of the pound sterling varies significantly, any alternation is made in the rate of taxes, customers or other duties affecting the goods specified, whether by the imposition of new taxes, tariffs or duties or the withdrawal or variation of the same, then an appropriate agreed allowance shall be made by the authority or the Suppliers as the case may be.
- the Supplier makes provision for a properly formulated price variation clause which is accepted by the Authority.

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## **Section F1 - Download Information**

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**Please download the additional documents listed below from:  
The Supplying the southwest portal - CP1404-16 Fully Hosted  
and Managed Human Resources Management System.**

- Appendix A – Payroll requirements (complete and return)**
- Appendix B – HR requirements including time and attendance (complete and return)**
- Appendix C – Reporting requirements (complete and return)**
- Appendix D – Self service requirements (complete and return)**
- Appendix E – Data migration requirements (complete and return)**
- Appendix F – ICT requirements (complete and return)**
  
- Appendix G – ICT architecture diagram (For Information)**
- Appendix H – Technical design principles (For Information)**
- Appendix I – Current interface diagram (For Information)**
- Appendix J – Demonstration guidelines (For Information)**

### **Optional Requirements**

- Appendix K – Recruitment requirements (optional)**
- Appendix L – Learning and development requirements (optional)**
  
- Appendix M – Information Security Questionnaire (complete and return)**
- Appendix N – Data Processing Agreement (For Information)**
- Appendix O – PSN Agreement DCC (For Information)**

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## Section G1: Submission check list

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### SUBMISSION INSTRUCTIONS

**DCC will reject bids delivered after the date and time specified as the deadline. Please see A4.9 and A4.10.**

All responses must be submitted electronically through the Supplying the South West portal. Bids which are, e-mailed, posted, hand-delivered or faxed to Devon County Council will not be considered.

It is your responsibility to ensure that your bid is submitted prior to the closing date/time.

You should ensure that you leave enough time to upload and submit your bid.

Your submitted bid must consist of the following completed pages:

1. This Document
  - a. Page 6 - Declaration
  - b. Page 9 - Certificate of Undertaking and Absence of Collusion
  - c. Page 34 to Page 36 - Part 1 – Potential Supplier Information
  - d. Page 37 - Contact Details and Declaration
  - e. Page 38 to Page 40 - Part 2 – Exclusion Grounds
  - f. Page 41 to Page 44 - Part 3 – Selection Questions
  - g. Page 45 to Page 47 - Award Criteria Evaluation Questions
  - h. Page 49 to Page 50 - Pricing Schedule
2. Appendix A Page 01 to Page 26 - Payroll
3. Appendix B Page 01 to Page 13 - HR Requirements (including time and attendance)
4. Appendix C Page 01 to Page 02 - Reporting Requirements
5. Appendix D Page 01 to Page 03 - Self Service
6. Appendix E Page 01 to Page 02 - Data Migration Requirements
7. Appendix F Page 01 to Page 03 - ICT Requirements
8. Optional Modules (will not be scored)
  - a. Appendix K Page 01 to Page 09 - Recruitment Requirements
  - b. Appendix L Page 01 to Page 04 - Learning & Development Requirements
9. Mandatory standard questionnaires
  - a. Appendix M Page 02 to Page 08 – Information Security Questionnaire
10. Proposed Terms and conditions of contract for a Fully Hosted and Managed Human Resources Management System (Section C)