

12th December 2013



REQUEST FOR TENDERS
by the Department of Social Protection
for the
Provision of Employment Services
(“JobPath”)

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Part 1: Introduction

Introduction

1.1 The Minister for Social Protection (“Contracting Authority” or “Minister” or “Department”) invites responses (“Tenders”) to this Request for Tenders (“RFT”) from economic operators (“Tenderers”) for the provision of employment services (“JobPath”) as described in Appendix 1 to this RFT (“Requirements and Specifications”). The services required to be delivered on foot of this RFT as set out in Appendix 1 are hereby defined as (“the Services”).

The establishment of a National Employment and Entitlements Service to integrate the provision of income support and employment support services to unemployed jobseekers was a commitment of the Programme for Government, published in March 2011. This commitment was made in the context of the sharp increase in the numbers of unemployed jobseekers in the period 2008 – 2011 and was informed by a number of reports that identified a requirement for more intensive activation/employment support to help unemployed jobseekers prepare for and secure employment.¹

In response to this commitment, the Department published a project plan for the establishment of a national employment and entitlements service (<http://www.welfare.ie/en/Pages/Project-Plan-for-the-Development-and-Implementation-of-the-.aspx>) and the approach set out in this plan was subsequently endorsed by the Government policy statement “Pathways to Work” published in 2012 (PTW 2012). In line with international research evidence the approach set out in PTW 2012 was to focus in the first instance on the provision of activation/employment support services to newly unemployed people in order to reduce the rate at which such people move into long-term unemployment. It was recognised however that more intensive support would also have to be provided to existing unemployed jobseekers

¹ For example the OECD review of Activation policy in Ireland at <http://dx.doi.org/10.1787/227626803333>, the ESRI assessment of activation outcomes at : http://www.esri.ie/_uuid/0d17fc57-8726-40ab-b362-d4877cb921a4/index.xml?id=3144 and the NESC report on the provision of services to unemployed jobseekers at <http://www.nesc.ie/en/news-events/press-releases/latest/ssuj/>

and in particular those who are already long term unemployed. This requirement to devote additional resources to the activation of long term unemployed people is now the focus of an updated “Pathways to Work” policy statement published in July 2013 (PTW 2013).

In order to complement and augment its own directly employed resource capacity and the resource capacity already contracted through Local Employment Service (LES) providers, the Department wishes to procure additional contract capacity from providers with expertise and experience in the provision of employment support or related services. It is intended that this capacity will be used to provide intensive employment support/activation services to unemployed jobseekers who are in receipt of income support payments from the Department for more than twelve (12) months or who, based on evaluation of needs by the Department, are identified as having a very high probability of remaining unemployed for more than twelve (12) months.

- 1.2 The title of this RFT is Request for Tenders for the Provision of Employment Services “JobPath” (“RFT Title”).
- 1.3 Tenderers should be aware that the Services sought herein are Annex IIB type services. Therefore this public procurement competition is not subject to the full set of rules under the EU public procurement directive (The European Parliament and Council Directive 2004/18/EC on the co-ordination of procedures for the award of public works, public supply & public service contracts).
- 1.4. The term of any contracts awarded on foot of this public procurement competition will be for a period of six (6) years comprising two (2) consecutive phases. Phase 1 will comprise a period of four (4) years and Phase 2 will comprise a period of two (2) years. Tenderers are referred to the explanation of the Phases at paragraph 1.3 of Appendix 1. (“Term”). The Contracting Authority may extend the term of the contract for Phase 1, on the same terms and conditions, for one period or two periods of twelve (12) months.

- 1.5 In line with Government policy the Department seeks to encourage participation by Small and Medium Enterprises (SMEs) in this procurement exercise. SMEs that believe that the scope of this procurement is beyond their technical or business capacity are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate in and contribute to the successful implementation of any contracts, agreements or arrangements that result from this competition. Larger enterprises are also encouraged to consider the practical ways that SMEs can be involved in their proposals to maximise the social and economic benefits of the contracts that result from this public procurement competition.
- 1.6 Tenderers are referred to the term Contract or Service Contract which is defined at Appendix 9.

Part 2: Instructions to Tenderers

2.1 Introduction to this RFT

- 2.1.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT. Tenderers and recipients of this RFT may wish to consult their own professional advisers in relation to this RFT or the subject matter thereof.
- 2.1.2 All information supplied by Tenderers may be treated as contractually binding on the Tenderers if accepted by the Contracting Authority.
- 2.1.3 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender.
- 2.1.4 This RFT supersedes and replaces all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation, communications and correspondence. Tenderers to this RFT should study the contents of this RFT carefully, including the information and documents contained in the Appendices.

2.2 Compliant Tenders

- 2.2.1 Failure to comply with the requirements of this paragraph 2.2.1 may render the Tender non-compliant and the Tender may be rejected. Tenderers must:
- a. include all documentation specified in this RFT;

- b. follow the format of this RFT and respond to each element in the order as set out in this RFT;

and

- c. comply with all requirements as set out within this RFT.

2.2.2 If the RFT is altered or edited in any way, the subsequent Tender may be deemed non-compliant and may be rejected.

2.2.3 Failure to comply with the requirements of this paragraph 2.2.3 will render the Tender non-compliant and it will be rejected. Tenders must:

- a. be received by the Contracting Authority in accordance with paragraph 2.5.1 below;
- b. include the duly completed Tenderer's Statement at Appendix 8;
- c. be submitted in the English language only.

2.2.4 The Contracting Authority shall consider all compliant Tenders against the Qualification and Award Criteria in Part 3 of this RFT.

2.3 Acceptance of RFT Requirements

Each Tenderer is required to accept the provisions of this RFT. All Tenderers MUST complete and return, with their Tender, the signed Tenderer's Statement, as set out in Appendix 8, printed on the Tenderer's letterhead. Tenderers may not amend the Tenderer's Statement at Appendix 8.

2.4 Consortia and Prime / Subcontractors

2.4.1 Where a group of undertakings, in whatever form being subcontractors and/or consortium members and irrespective of their legal relationships, submit a Tender in response to this RFT as the 'Tenderer', the Contracting Authority will deal with all matters relating to this public procurement competition through the entity who will carry overall responsibility for the performance of the Service Contract ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members.

2.4.2 The Prime Contractor will carry full responsibility for the performance of the Service Contract and the delivery of the Services and shall assume all the duties, responsibilities and obligations associated with the position of Prime Contractor. The Prime Contractor will assume the liability for its subcontractors/consortium members and shall ensure that its subcontractors and consortium members will comply with their obligations under the Service Contract.

For ease of reference in this RFT all subcontractors and consortium members will be referred to as 'Subcontractors'.

2.4.3 Any third parties (other than the entities set out in the Tender) that may be retained in the delivery the Services, or any part thereof, during the Term will be deemed as Subcontractors under the Service Contract.

2.4.4 The Tender must clearly set out:

- a. the full legal name of the Prime Contractor together with its registered business address (where applicable), registered business name (where applicable), company registration number (where applicable), telephone and e-mail contact details;
- b. the names of all known Subcontractors who will be involved in the provision of the Services and the legal relationship between these parties and the Prime Contractor;
- c. a description of the role to be fulfilled by each Subcontractor;
- d. the name, title, telephone number, postal address and e-mail address of the nominated contact person or personnel authorised to represent the Prime Contractor, to whom all communications shall be directed and accepted until this public procurement competition has been completed or terminated [this nominated contact must be within the organisation of the Prime Contractor. Correspondence received from any other person (including from any Subcontractor and/or consortium member) will NOT be accepted, acknowledged or responded to];

- e. a brief history, in no more than five hundred (500) words, of the Tenderer including the year established and ownership structure. Clear organisational charts showing the (i) entities which comprise the Tenderer and (ii) the proposed contract management structures must be provided.

2.5 Tender Submission Requirements

- 2.5.1. Tenders will be accepted only if submitted via www.etenders.gov.ie. Tenders must be received no later than **12.00 noon UTC/GMT on 28 February 2014**.
- 2.5.2 Tenders submitted by any other means will NOT be accepted.

Tenderers should take care to ensure that they allow sufficient time for uploading of documents, taking into account the fact that up-load speeds vary and the website may be very busy close to the deadline.
- 2.5.3 Tenders that are received late WILL NOT be considered in this public procurement competition.
- 2.5.4 Tenders must be compatible with Microsoft Word Microsoft Office 2007.
- 2.5.5 The Contracting Authority is not responsible for corruption in documents. Tenderers must ensure documents submitted are complete and not corrupt.
- 2.5.6 Tenderers may submit a Tender in respect of more than one Lot. The Contracting Authority will award only one contract per Contract Area.
- 2.5.7 Tenderers must provide an Executive Summary of their Tender, of no more than five (5) pages, providing an overview of the key elements of their proposal.
- 2.5.8 In responding to this RFT all Tenders must follow the format of the RFT and Tenderers must respond to each element of the RFT in the order as set out in this RFT.
- 2.5.9 Tenderers must confirm that all prices quoted in the Tender will remain valid for three hundred (300) days commencing from the closing date for the

receipt of Tenders.

- 2.5.10 Scanned signed copies of any documentation such as the Tenderer's Statement may be submitted electronically via the eTenders postbox. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit.

2.6 Queries and clarifications

- 2.6.1 All queries or requests for clarification relating to any aspect of this public procurement competition or of this RFT must be directed to the clarifications facility on www.etenders.gov.ie. Queries or requests for clarifications will be accepted no later than **12.00 noon UTC/GMT on 7 February 2014** unless otherwise published by the Contracting Authority.

- 2.6.2 All clarifications and responses to queries/requests for clarification will be made available to all those who have registered an interest on www.etenders.gov.ie.

Where appropriate, questions may be amalgamated. Tenderers should note that the Contracting Authority will not make responses or clarifications to individual Tenderers privately.

- 2.6.3 The Contracting Authority reserves the right to issue or seek written clarifications.

- 2.6.4 The Contracting Authority reserves the right to update or alter the information contained in this document at any time up to **14 February 2014**. Participating Tenderers will be so informed through www.etenders.gov.ie. In the event of such updates or alterations, the Contracting Authority reserves the right to postpone the deadline for the receipt of Tenders so as to allow Tenderers sufficient time to respond.

2.6.5 In order to assist Tenderers in completing the Tenderer bid spreadsheet (see Appendix 6) the Contracting Authority may hold an information session in Dublin on 9 January 2014 (date to be confirmed), details of which will issue shortly in the form of a clarification.

2.7 Tendering Costs

All costs and expenses incurred by Tenderers relating to their participation in this public procurement competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.8 Confidentiality

2.8.1 All documentation, data, statistics, drawings, information or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this public procurement competition:

- a. are furnished for the sole purpose of replying to this RFT only;
- b. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
- c. shall be treated as confidential by the Tenderer and by any third parties (including Subcontractors) engaged or consulted by the Tenderers; and
- d. must be returned immediately to the Contracting Authority upon cancellation or completion of this public procurement competition if so requested by the Contracting Authority.

2.8.2 The successful Tenderer must return the **original** signed confidentiality agreement, as set out in Appendix 10 (“Confidentiality Agreement”) when so requested by the Contracting Authority. Tenderers may not amend the Confidentiality Agreement.

2.9 Fees

- 2.9.1 Successful Tenderers will be paid a fee (“Registration Fee”) for each Client in respect of whom a valid Personal Progression Plan (PPP) is satisfactorily completed [See Appendix 1 paragraph 3.2.2 for information on the PPP].
- 2.9.2 Successful Tenderers will be paid fees (“Job Sustainment Fees”) for those Clients whom they assist to secure and remain in full-time employment, including self-employment, for each complete period of thirteen (13), twenty six (26), thirty-nine (39) and fifty-two (52) weeks.
- 2.9.3 Tenderers are referred to Appendix 1 Section 10 for detailed information on fees and payments.

2.10 Publicity

No publicity regarding this public procurement competition, the award of a contract or the execution of the Service Contract is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.11 Registrable Interest

Any Registrable Interest involving the Tenderer/Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to their notice after the submission of a Tender and prior to the award of the contract, it should be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer/Subcontractor. The terms ‘Registrable Interest’ and ‘Relative’ shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995, a copy of which is available to download at www.finance.gov.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances, include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.

2.12 Anti-competitive Conduct

Tenderers' attention is drawn to the application of the Competition Act 2002. The Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.13 Industry Terms Used in this RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.14 Freedom of Information

2.14.1 Tenderers should be aware that, under the Freedom of Information Acts 1997 and 2003, information provided by them during this public procurement competition may be liable to be disclosed.

2.14.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its sensitivity, Tenderers should, when providing such information, clearly identify this information and specify the reasons for its sensitivity. If Tenderers do not identify it as sensitive, it is liable to be released in response to a Freedom of Information request without further consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about sensitive information so identified before making a decision on a request received under the Freedom of Information Acts.

2.15 Tax Clearance

2.15.1 It will be a condition of the award of any contract pursuant to this RFT that the successful Tenderer shall for the term of any such contract, comply with all EU and domestic taxation law and requirements, including but not being limited to Circular 43/2006 issued by the Department of Finance. This Circular and further information is available at www.finance.gov.ie and www.revenue.ie.

2.15.2 Prior to the award of any contract arising out of this public procurement competition the successful Tenderer shall be required to produce a Tax Clearance Certificate from the Irish Revenue Commissioners. Alternatively, the Tenderer may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate online verification of their tax status by the Contracting Authority.

2.16 Conflicts of interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, individual employees, agents, or Subcontractors of a Tenderer must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any conflict or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.

2.17 Withdrawal from this Public Procurement Competition

Tenderers are required to e-mail jobpath@welfare.ie immediately if at any stage they decide to withdraw from this public procurement competition.

2.18 Insurance

2.18.1 The successful Tenderer shall be required to hold the following insurances in the following or equivalent levels of protection in relation to the following:

Type of Insurance	Indemnity Limit
Employer’s Liability	€13.0 Million
Professional Indemnity	€ 1.0 Million
Public Liability	€ 6.5 Million

- 2.18.2 The successful Tenderer will, during the term of the Service Contract, be required to:
- a. immediately advise the Contracting Authority of any material change to its insured status;
 - b. produce proof of current premiums paid upon request; and
 - c. produce valid certificates of insurance upon request.
- 2.18.3 Professional Indemnity cover is required to protect the Contracting Authority from injury or financial loss resulting from the successful Tenderer's service deficiency. The successful Tenderer will be liable for losses arising in whole or in part from failure on its part to fully implement or maintain the controls, terms and conditions provided for in the Service Contract.
- 2.18.4 These insurance policies shall be required to be maintained for a period of six (6) years beyond the end of the Service Contract's Term without significant dilution beyond the period of the Service Contract, unless provided for otherwise.
- 2.18.5 By signing the Tenderer's Statement at Appendix 8 Tenderers confirm, that if awarded a contract pursuant to this RFT they will, from the commencement of the Services, obtain and hold the types and levels of insurance, or equivalent, as specified in this RFT. When so required by the Contracting Authority, the Tenderer submit relevant insurance documentation to demonstrate that it has such levels of insurance or equivalent.

Part 3: Qualification and Award Criteria

3.1 Compliant Tender

Only those Tenderers who have submitted compliant Tenders pursuant to paragraph 2.2 Part 2 will be evaluated in accordance with the Qualification and Award Criteria in this Part 3.

3.2 Qualification Criteria

3.2.A Economic and Financial Standing

Tenderers will either pass OR fail these qualification criteria.

The successful Tenderer is required to finance the Provider Cash Requirement amount, as identified in the financial model (see Appendix 6). In accordance with paragraph 2.4, the Prime Contractor, as part of the successful Tenderer, will carry full responsibility for the performance of the Service Contract and as such will be responsible for financing the Provider Cash Requirement amount. Therefore, for the purposes of assessing economic and financial standing only the Prime Contractor will be assessed under this paragraph 3.2.A and they must submit the information required.

The Prime Contractor may rely on the financial resources of other entities for the purposes of demonstrating their economic and financial standing. If relying on the resources of other entities, the Tenderer must submit with the Tender an undertaking, duly evidenced, from any entity or entities on which the Prime Contractor is relying that they will place the necessary resources at the disposal of the Prime Contractor (“Undertaking”). The Undertaking must demonstrate to the Contracting Authority’s satisfaction that the Prime Contractor has available to it the resources of those entities on which it is relying. Where the Tenderer submits an Undertaking then the information required in this section 3.2.A must be provided in respect of both the Prime Contractor and the other entity or entities, and the Prime Contractor will be assessed on the economic and financial standing of the entity or entities whose resources are being

relied upon.

1. Turnover

The annual turnover of the Prime Contractor in each of the last three (3) audited financial years, must be equal to or in excess of €20 million (ex-VAT) per annum. Tenderers must include evidence of certified turnover of the Prime Contractor for the previous three (3) financial years in their Tender and complete the following table:

[Insert table in Tender document]

[Insert Prime Contractor Name]	
Financial Year	Turnover Amount
1	€
2	€
3	€

2. Financial Robustness of the Tenderer

The successful Tenderer must have the ability to satisfy the Service Contract requirements in terms of scale and duration. Accordingly, Prime Contractors will be required to demonstrate, to the Contracting Authority's satisfaction, profitability and cash generation sufficient to service debt obligations if arising and contingencies or other liabilities that may arise over the Contract Term, if arising and other liabilities and generate sufficient working capital to undertake the Service Contract.

Furthermore the latest set of audited financial statements of the Prime Contractor must have a clean audit opinion e.g. no going concern qualification. Should the auditor's report contain other statements regarding their findings including an emphasis of matter then the Contracting Authority will consider, at its absolute discretion, if these

audited financial statements meet this qualification requirement.

Tenderers must submit the following documentation with their Tenders:

- (i) Copies of the full audited financial statements for the last three (3) financial years including all notes to the financial statements. The latest set of audited financial statements must have been filed with the Companies Registration Office (or equivalent for non-Irish based companies) (“CRO”) within the relevant statutory filing period. Where the most recent annual financial statements have not been filed with the CRO within the statutory filing period and remain unsigned by an auditor, draft financial statements for that period must be provided with a reasonable and comprehensive explanation as to why such accounts remain unsigned. The Contracting Authority may, at its absolute discretion, elect to accept such unsigned accounts;
- (ii) copies of interim financial statements that relate to periods subsequent to the most recent audited financial statements, or confirmation that same are not yet available;
- (iii) a statement of any contingent liability or loss (where not otherwise reported or occurring since the last financial statements) which would require disclosure in accordance with the provisions of International Financial Reporting Standards (“IFRS”) or equivalent , or confirmation that no such contingent liability or loss exist;
- (iv) listing particulars or announcements issued in the last three (3) years under the listing rules of any recognised international stock exchange (please note brief details of all announcements and enclose copies of all material and relevant announcements), or confirmation that no such particulars or announcements have been issued;
- (v) details of any material event subsequent to the issuance of the most recent audited financial statements that would have required adjustment or disclosure in accordance with the provisions of IFRS

- or equivalent, or confirmation that no such events have taken place;
- (vi) a description of any material, passed, pending or threatened tax or regulatory investigations into the affairs of the Prime Contractor, or confirmation that no such investigations are passed, pending or threatened;
 - (vii) a statement of any material pending or threatened litigation or other legal proceedings, or confirmation that no proceedings, or confirmation that no such litigation or proceedings are pending or threatened;
 - (viii) any prospectus or credit rating issued in the last three (3) financial years, or confirmation that no such documents have been issued; and
 - (ix) an appropriate signed statement dated no more than sixty (60) days prior to the deadline for RFT submissions from the Prime Contractor's principal banker(s) indicating the length (in years) of their financial relationship, and stating that all loans accounts held are currently in good standing and within terms and confirming that the Prime Contractor is financially capable of providing the proposed Services.

3. Ability to Finance the Service Contract

Tenderers must demonstrate that they have the capacity to raise the finance required to deliver the Service Contract. Assessment of a Tenderer's ability to finance the Service Contract will be in the context of the Prime Contractor's ability to finance the Provider Cash Requirement amount and will include consideration of the following:

- (i) the overall feasibility of the proposed financing plan;
- (ii) the level of commitment demonstrated to the proposed financing (e.g. board minutes, funder support letters);
- (iii) the terms and conditions of financing and the degree of

conditionality attached; and

- (iv) terms and conditions relating to any guarantees and other security required in connection with the financing.

Tenderers are required to provide a financing plan which includes appropriate evidence of the above items, to the Contracting Authority's satisfaction. The Contracting Authority reserves the right to require the submission of additional information (as it deems appropriate and entirely at its discretion) from Tenderers in determining their ability to finance the Service Contract.

Tenderers must provide the specified documentation with their Tender. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of that valid reason and provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.B Technical and Professional Ability

Tenderers will either pass OR fail these qualification criteria.

Experience

1.1 Tenderers must demonstrate that they have the relevant experience to successfully deliver high quality services of a similar nature and scope sought in this RFT.

Tenderers must provide the following documentation/information with their Tenders:

A comprehensive and detailed list of services similar to those sought under this RFT provided by the Tenderer within the last five (5) years. The following details, as a minimum, must be provided for each such contract:

- data on the scale of the project,
- names of service commissioners,
- contract values,
- contract dates and periods,
- performance outcomes achieved

and

two (2) satisfactory references relating to the services from separate client/customer organisations (including contact name and contact details). The proposed reference organisations and the named referees must be independent of the Tenderer. These referees may be contacted as part of the evaluation process without prior notice being given to the Tenderer.

Resources

2.1 Tenderers must name the key senior personnel whom they will assign to the following key functions in relation to the provision of the Services and provide current curricula vitae in respect of these individuals. The senior personnel must have experience relevant to the provision of the Services sought under this RFT (“Resources”):

- service establishment,
- overall responsibility for the successful Tenderer’s relationship with the Department and their discharge of contractual obligations,
- account management with the Department,
- client service operations,
- stakeholder engagement,
- employer relations,
- contract management,
- financial management and accounting, and
- human resources management.

It is not essential that all of these functions be managed by separate personnel but where responsibility for more than one function is to be discharged by the same senior manager this must be clearly indicated.

Assessment under this Criterion

3.1. The Tenderer should be aware that the Contracting Authority may engage external experts to assist in the appraisal, review and consideration of documents/information submitted.

- 3.2 Tenderers must provide the specified documentation with their Tender. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of that valid reason as to why the documentation cannot be supplied and provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their technical and professional capacity.
- 3.3 Tenderers are reminded of the requirements of clause 2.4 (Part 2: Instructions to Tenderers).
- 3.4 Tenderers should note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer (“Undertaking”). The Undertaking must demonstrate that the combined resources of the Tenderer and that of other entity or entities satisfy the technical and professional ability as set out in this clause.

3.3 Award Criteria

- 3.3.1 Only those Tenderers who have qualified in accordance with paragraphs 3.2.A and 3.2.B of this RFT above will proceed to be evaluated under this paragraph 3.3.
- 3.3.2 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any award of notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

3.3.3 The contract will be awarded on the basis of the most economically advantageous tender by applying the award criteria set out below.

Award Criterion No.	RFT Reference	Description	Max Mark Available	Min Mark Required
1	Tenderer Bid Spreadsheet & Appendix 1, Section 10.16	Cost	400	
2		Implementation of Services	180	120
2.1	Appendix 1, Sections 11.1 & 11.2.	Quality of the proposed approach to service establishment	90	
2.2	Appendix 1 Section 11.3	Quality of proposed network of service delivery	50	
2.3	Appendix 1 Section 3.7	Quality of approach to the recruitment and training of staff / supply chain partners	40	

3		Delivery of Services	300	180
3.1	Appendix 1, Sections 3.1, 3.3 & 3.4.	(i) Range of Client facing services and (ii) The quality of service delivery proposed for Clients	50 100	
3.2	Appendix 1 Section 9.1	(iii) Range of proposed employer engagement arrangements and methodology (iv) Quality of proposed employer engagement arrangements and methodology	30 70	
3.3	Appendix 1, Section 14.2	Quality of proposed approach to supply chain management / involvement of local stakeholders	50	
4		Contract Management & Governance	120	60
4.1	Appendix 1, Section 14.1	Quality of approach to risk management and business continuity planning.	30	
4.2	Appendix 1, Sections 14.4, 14.5 & 14.6	Quality of approach to managing and monitoring Services.	50	
4.3	Appendix 1, Section 14.12	Quality of approach proposed to managing relationships with the Department	40	

3.3.4 Tenderers should note that they must score the minimum marks as set out in the “Min Mark Required” column in the table above. Failure to achieve the minimum marks (where applicable) in any one (1) of these criteria will

result in the Tender being eliminated from the public procurement competition.

3.4 Presentation/Demonstration of Proposals

3.4.1 Presentations

Tenderers may be required to make a presentation of the proposals contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.7 of Part 2 above). Performance at presentations will NOT be evaluated.

3.4.2 Demonstrations

Tenderers may be required to make a demonstration of their proposal. The Contracting Authority will not be responsible for the cost of such demonstrations (in accordance with Part 2 paragraph 2.7). Performance at demonstrations will be evaluated in accordance with the award criteria. Details of the requirements for the demonstrations will issue by the Contracting Authority in due course.

3.5 Inspections and Site Visits

The Contracting Authority reserves the right to inspect original documents or records relied upon by the Tenderer to support its Tender and to conduct site visits as part of the evaluation of Tenders.

3.6 Standstill Period

3.6.1. Tenderers should note that as this competition is an Annex IIB type Service Contract then the Contracting Authority is not obliged to hold a standstill period. No contract will be executed or take effect until at least fourteen (14) calendar days after the day on which the unsuccessful

Tenderers have been sent the appropriate notice informing them of the result of this public procurement competition (“Standstill Period”). The Tenderers will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

- 3.6.2 Tenderers should note that the Contracting Authority will, when notifying unsuccessful Tenderers of the results of this public procurement competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

Appendix 1: Requirements and Specifications

1. General
2. JobPath Objectives and Key Performance Indicators
3. JobPath Services
4. JobPath Contract Areas and Tender Lots
5. Client Referrals
6. Client Engagement
7. Client Information
8. Client Sanctions
9. Employer Engagement
10. Performance, Payments and Fees
11. JobPath Service Establishment
12. Accommodation and Accessibility
13. Tender Assessment
14. Contract Management

1. General

1.1 This Appendix details the service requirements and specifications to be addressed in Tenders. To facilitate Tenderers in providing responses each section is denoted as a [D] section or an [N] section. Those denoted as [D] require a detailed response. Those denoted with an [N], including this section, require that the Tenderer indicate that it notes, understands and agrees with the content of the section. To do this, Tenderers should repeat the text of the relevant section in their Tender response and follow that text with this statement: *“The Tenderer, notes, understands, and agrees with the content of this section.”* Failure to provide such a response, in respect of each such section, may result in the Tender being assessed as non-compliant in which case it will be eliminated from the competition. [N]

Tenderers are referred to the Glossary of Terms at Appendix 15.

1.2 Tenderers must address each of the issues and requirements in respect of those sections denoted as [D] in this part of the RFT and submit a comprehensive and detailed description of their services that demonstrates how they will be met. To do this, Tenderers must repeat the text of the relevant section and then set out in detail their approach to the delivery of the Services sought. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of Tender requirements is NOT sufficient in this regard. [N]

1.3 The duration of the contract awarded will be for a period of six (6) years comprising two (2) consecutive phases. Phase One will comprise a period of four (4) years and Phase Two will comprise a period of two (2) years. During Phase One the Contracting Authority will refer Clients to successful Tenderers who will supply the Services, while during Phase Two no additional Clients will be referred and the Services must be delivered to those Clients already referred during Phase One. [N]

1.4 The minimum set of service elements required and which must be provided for in all Tenders, is set out in the Service Guarantee at Section 3.2 (“Service Guarantee”). Tenders that fail to provide this minimum set of service elements will be deemed non-compliant Tenders. Preference will be given to Tenders

that include additional service elements over and above the Service Guarantee.
[N]

- 1.5 Tenderers should note that, in evaluating Tenders, the Department must be satisfied that the Services proposed can meet the JobPath Objectives and Key Performance Indicators set out in Section 2 below. [N].
- 1.6 The successful Tenderer must not charge a Client for the delivery of any element of the Services provided for in this RFT. [N]
- 1.7 It is a matter for the Tenderers to propose solutions, in the form of the type and level of services that they will provide to Clients referred by the Department and to employers, and the methodologies they will use to provide these services in order to achieve the JobPath Objectives and Key Performance Indicators set out in section 2. [N]
- 1.8 The successful Tenderer must provide the Services (including documentation) through the medium of the Irish language where so requested by the Client(s). The successful Tenderer must comply with the Irish language requirements that the Department may specify from time to time. [N]

2. JobPath Objectives and Key Performance Indicators

- 2.1 JobPath is an employment services and supports programme intended to support people (excluding those aged 62 years and over) who are long-term unemployed and those most likely to become long-term unemployed to secure and sustain full-time paid employment or self-employment. [N]
- 2.2 For the purposes of JobPath, full-time employment and self-employment is defined as employment of at least thirty (30) hours work per week and which disqualifies the Client concerned from any entitlement to a jobseeker related income support payment from the State (“Employment”). For the avoidance of doubt Family Income Supplement (FIS) is not considered a jobseeker related income support payment for the purpose of this section. Back to Work Enterprise Allowance and Part Time Job Incentive payments are, however, considered jobseeker related income support payments. For the purpose of this section the thirty (30) hours requirement may be averaged over a four (4)

week period. However, during this period the employee must not be entitled to any jobseeker-related income support payment from the State. [N]

2.3 The Key Performance Indicators (“KPIs”) against which JobPath will be measured are:

- the number of JobPath Clients moving into Employment (objective: more people getting jobs);
- the duration of sustained periods of Employment (objective: fewer people moving back onto the Live Register);
- the average duration of unemployment for JobPath Clients (objective: reduction in duration as measured by time in receipt of a jobseeker related income support payment); and
- the level of JobPath Client satisfaction as part of the public employment services (objective: achieve a high level of JobPath Client satisfaction).

[N]

3. JobPath Services

3.1 Subject to compliance with the Service Guarantee set out at 3.2 below, Tenderers must detail their proposed service solution to meet the JobPath Objectives and KPIs, in respect of each category of jobseeker to be referred by the Department by reference to their Referral Group (see section 5 below). In detailing their solutions, Tenderers must set out if, and if so how, their proposed solution assists Clients through:

- a. assessment of Client skills, competencies, and aptitudes
- b. the development of a Personal Progression Plan (“PPP”) for each Client and the review of this plan on a regular basis
- c. the provision of assistance with job search
- d. the development of curricula vitae
- e. the development of job interview skills

- f. the review of, and learning from, unsuccessful job application and interview outcomes
- g. securing places on the training, education, and employment experience interventions identified
- h. the provision of support in the transition to employment including a period of “in-employment” guidance/counselling
- i. the provision of access to computers, the internet and other facilities to aid Clients in their search for employment, with support on how to best use these tools
- j. the provision of supports to develop key skills to assist Clients to sustain employment, e.g. team working, organisation and time management skills
- k. the provision, where appropriate, of extra support to deal with other issues that may make it harder for Clients to find or sustain employment, for example support with managing a health/disability related condition or advice on managing finances
- l. the provision of any other services and/or supports which the Tenderer considers will enhance the Client’s prospects of securing sustainable employment. Such supports must be itemised and described.

Subject to compliance with the requirements of the Service Guarantee, it is a matter for Tenderers to determine in each case how they will deliver such services. However Tenderers must, in their Tender, and in respect of each of the services to be provided, detail the methods and tools they propose to use to deliver the services.

[D]

3.2 The Service Guarantee: Notwithstanding that it is a matter for Tenderers to propose their own solutions to achieve the JobPath Objectives and KPIs, successful Tenderers will be required to deliver, as a minimum, to all Clients the following service elements (“Service Guarantee”).

3.2.1 A “one-to-one” meeting with a Personal Advisor within twenty (20) working days of the “Referral Date”.

3.2.2 A Personal Progression Plan (“PPP”) within twenty (20) working days of the first one-to-one meeting. The PPP must identify and address, as a minimum:

- Client’s contact information (name, address, telephone number, mobile number and email address),
- contact details for the Client’s Personal Advisor,
- details of the Client’s skills, competencies and aptitudes,
- the fields of work appropriate for the Client,
- barriers to employment facing the Client and the agreed actions to overcome such barriers,
- the Client’s job/employment goals,
- an agreed set of skills training, education and development goals and actions,
- an agreed set of potential employment related experience interventions,
- all actions to be taken by the Client during the first 13 week “in-employment” support period (see 3.2.5)

The Department may require additional information to be included from time to time.

3.2.3 “One-to-one” review meetings, in person, between the Client and a Personal Advisor at a frequency of at least one review meeting every twenty (20) working days where Clients have not entered Employment.

3.2.4 If the Client is still unemployed at thirteen (13) weeks, twenty-six (26) weeks and thirty-nine (39) weeks from the Client’s commencement on the JobPath programme, an in-depth review should be held and the PPP updated accordingly.

- 3.2.5 “In-employment” support in the form of access to a Personal Advisor for at least the first thirteen (13) weeks of each period of Employment secured while on the JobPath programme. This support must include at least one engagement with a Personal Advisor during the first five (5) days of employment and one engagement every twenty (20) working days thereafter. This engagement may be via telephonic or online media or may be in person. Where requested, the Personal Advisor must make themselves available, during the thirteen (13) week period, to meet with the employer at the request of the JobPath Client.
- 3.2.6 An end of programme review meeting with each Client during which the Client will be provided with a final revised version of their PPP.
- 3.2.7 A mechanism for the Client to provide feedback on the service other than via the Personal Advisor.
- 3.2.8 An effective mechanism for Clients to submit complaints and receive reports on the outcome of the investigation of any complaints submitted. This must include details of how it is proposed to record and process Client complaints, the timescales for handling complaints and the means through which Clients will be made aware of these processes.
- 3.2.9 At a minimum the Services shall be available to Clients during the hours of 9.00 am to 5.00 pm Monday to Friday inclusive but excluding public holidays.
- 3.2.10 The in-person “one-to-one” meetings between Personal Advisors and Clients must be held at locations that are accessible to the Client by public transport or private motorised transport with a normal journey time of no more than sixty (60) minutes.

[N]

- 3.3 Successful Tenderers may deliver a level of service above the Service Guarantee. Such additional service elements must be identified and described and the method of delivery must be detailed in the Tender response.[D]

- 3.4 Successful Tenderers will be required to publish a “Service Statement”. This Service Statement must include the Service Guarantee and such other additional service elements and commitments that are offered by Tenderers in their response to this RFT. The text of the proposed Service Statement must be submitted with the Tender response and a detailed explanation provided for each service element and commitment in the Service Statement. [D]
- 3.5 The Department reserves the right to approve and require reasonable amendments to the Service Statement. [N]
- 3.6 The Service Statement will be made public and must be communicated to Clients when they are referred to JobPath. Subject to the provisions of the referral process (see Section 5 below) successful Tenderers will be expected to provide the Services proposed for a duration of fifty two (52) weeks or until such time as the Client exits the programme. [N]
- 3.7 As the number and calibre of Personal Advisors will be critical to the effective delivery of Services, Tenderers are required to set out the following in detail.
- 3.7.1 The number of Personal Advisors, in full-time equivalents, they propose to utilise to provide the services, in each year of the contract based on the indicative referral volumes.
- 3.7.2 The process through which such Personal Advisors will be recruited/selected.
- 3.7.3 The proposed approach to building Personal Advisor capacity from the beginning of service delivery through to full operational level.
- 3.7.4 The minimum level of experience and qualifications/skills they will specify in recruiting/selecting such advisors.
- 3.7.5 Their proposed approach to the training and professional development of Personal Advisors.
- 3.7.6 Where such advisors are not to be employed by the Tenderer but are to be provided via a sub-contract, partnership or other arrangement the approach that the Tenderer will take to specifying and assuring the quality

of Personal Advisors.

[D]

4. JobPath Contract Areas and Tender Lots

4.1 Tenderers are invited to submit Tenders in respect of six (6) contract Lots as set out hereunder.[N]

4.2 The Services will be delivered in four (4) discrete geographical areas “Contract Areas”. Tenderers may bid for any or all of the Contract Areas on an individual Lot basis (see Appendix 2).

Contract Area 1/Lot 1: West; Midlands North; North East; North West

Contract Area 2/Lot 2: Cork Central; South East; Mid-Leinster

Contract Area 3/Lot 3: Mid-West; South West; Midlands South

Contract Area 4/Lot 4: Dublin Central; Dublin North; Dublin South

[N]

4.3 Tenderers are required to submit a bid for at least one of these individual Lots. Bids that do not satisfy this requirement to submit a bid for at least one individual Lot will be deemed to be non-compliant and will be excluded from the competition. [N]

4.4 Bids received for any of these individual Lots must be standalone and must not be dependent on acceptance of bids for any other Lots. [N]

4.5 Combined Lots – Optional: In addition to bidding for individual Lots, Tenderers may also submit bids in respect of two combined Lots as follows:

Lot 5: Combined Contract Areas 1 and 4

Lot 6: Combined Contract Areas 2 and 3

A submission of a bid for one of the combined Lots will be evaluated only where the Tenderer also submits individual bids for the Contract Areas which comprise this combination Lot e.g. a Tenderer submitting a bid for Lot 5 must

also submit individual bids for Lots 1 and 4. [N]

5. Client Referrals

5.1 The Department will select Clients for referral to JobPath. The Department does not currently intend referring Clients aged 62 and over. Successful Tenderers will have no right to identify, recommend or in any way influence the selection of Clients for referral.[N]

5.2 Referrals to successful Tenderers will be categorised into six (6) groups as follows “Referral Groups”:

- **Referral Group 1:** Clients passing the twelve (12) month duration threshold in receipt of a jobseeker related income support payment.
- **Referral Group 2:** Clients who are over one (1) year and less than two (2) years unemployed and in receipt of a jobseeker related income support payment.
- **Referral Group 3:** Clients who are two (2) years or more, but less than three (3) years unemployed, and in receipt of a jobseeker related income support payment.
- **Referral Group 4:** Clients who are three (3) years or more unemployed and in receipt of a jobseeker related income support payment.
- **Referral Group 5:** Clients who have been in receipt of a jobseeker related income support payment for less than twelve (12) months but who are assessed by the Department to be among the 5% (five per cent) of such Clients with the highest probability of becoming long-term unemployed.
- **Referral Group 6:** Clients who, although in part-time employment, have been in receipt of a jobseeker related income support payment for more than twelve (12) months on the basis that they are seeking to secure full-time employment.[N]

5.3 Details of the anticipated volume of referrals together with counterfactual progression to employment rates, minimum progression to employment rates

and reference progression to employment rates by each of the above payment groups are provided in the “Tenderer bid spreadsheet” [see Appendix 6]. The data provided in the Tenderer bid spreadsheet should be treated as indicative. It will be used by the Department for the purpose of comparing price submissions from Tenderers on a like-for-like basis. [N]

- 5.4 While the anticipated volume of referrals are provided in the bidder spreadsheet for the information of Tenderers no commitment is given by the Department, nor should Tenderers infer a commitment, that the actual volume of referrals will be as indicated. Accordingly, the Department does not warrant in this Tender, nor will it warrant in any contract with a successful Tenderer, that it will refer Clients in the numbers indicated either in total or by category/profile. Tenderers should form their own judgements as to the likely number and profile of Clients to be referred and of the progression to employment rates that will be achieved.[N]
- 5.5 The Department will concentrate in the first instance on the referral of Clients who are already long term unemployed, Clients who become long term unemployed during the course of the contract and Clients who, although short-term unemployed, are profiled by the Department to have a very high likelihood of becoming long term unemployed (Referral Groups 1 – 5 above).[N]
- 5.6 Although it is not intended to refer Clients in Referral Group 6 in the short to medium term, the Department will, in the contracts to be concluded with successful Tenderers, reserve the right to refer such Clients in such volumes and at such time as it determines. [N].
- 5.7 The Department will notify the successful Tenderer on a periodic basis of Clients to be referred. The frequency of notifications and the number of Clients to be referred in each period will be agreed from time to time by the Department and the successful Tenderer taking account of the number of people in the payment group categories in each Contract Area and the caseload of the successful Tenderer. For the avoidance of doubt the successful Tenderer for any Contract Area will be obliged, to accept a minimum number of referrals equivalent to the aggregate volume for the Contract Area set out in the bidder spreadsheet. The Department will not, however, be obliged to refer such

volumes.[N]

- 5.8 The Department will engage with the selected Clients to brief them on the services to be provided by the successful Tenderer and to emphasise the mandatory nature of JobPath so as to ensure that the maximum number of Clients engage with the programme. This engagement may take the form of written communications, group or individual meetings. Successful Tenderers will be required to host and/or attend and/or present at any Group or individual briefing meetings if so requested by the Department. [N]
- 5.9 In order to offer some assurance to Tenderers as to the minimum number of Clients to be referred the Department will warrant, to the successful Tenderer, that it will refer a total number of Clients equivalent to not less than 60% of the aggregate indicative volumes over the contract term per Lot. [N]
- 5.10 Tenderers should note that referrals may include, in time, Clients from other welfare beneficiary categories. This may include, for example, beneficiaries of illness/disability payments, recipients of one parent family payments, recipients of carers' payments and other beneficiaries who are classified as dependants in the calculation of welfare payments to registered jobseekers. Should such Clients transition to a jobseeker status for any reason their accrued duration as a beneficiary of a welfare payment may be taken into account in determining their eligibility for JobPath. [N]

6. Client Engagement

- 6.1 Each Client will be referred to the JobPath programme for an Engagement Period of fifty two (52) weeks. ("Engagement Period"). The date of the first in person "one-to-one" meeting with the Client shall be set as the start date of the fifty two (52) week Engagement Period. [N]
- 6.2 Successful Tenderers must hold the first "one-to-one" meeting with a Client within a period of twenty (20) working days from the date of referral by the Department. The date of referral will be the date on which the Department transmits the Client's data to the successful Tenderer.[N]
- 6.3 In addition to the Engagement Period, Clients who secure employment must be

offered at least thirteen (13) weeks of in-employment support (the “Employment Support Period”). The purpose of the “Employment Support Period” is to assist the Client in making the transition from unemployment into employment. [N]

- 6.4 Successful Tenderers may refer Clients to appropriate training and/or further education and/or work experience programmes in order to improve their employment prospects. Where a Client undertakes a programme or programmes of training and/or further education and/or work experience and where such a programme lasts for a minimum duration of four (4) weeks, the Engagement Period with the successful Tenderer will be extended for a period equivalent to the duration of the programme(s) subject to an aggregate extension limit of twenty six (26) weeks across all programmes undertaken by any one Client. [N]
- 6.5 For the avoidance of doubt programmes of training or education on any of the employment activation service elements set out at section 3.1 above (e.g. training on CV development or interview skills) will not be considered as courses of further education or training for the purposes of this section. [N]
- 6.6 Successful Tenderers may be required to get approval from the Department for each programme of training, education, or employment experience in respect of which it will seek an extension of Client Engagement periods. Appendix 14 outlines some of the current programmes available to unemployed jobseekers and indicates which of these programmes may qualify for an extension of the Engagement Period. [N]
- 6.7 Successful Tenderers are required to facilitate Clients to attend appointments with the Department and meet any other obligations specified by the Department, in order to comply with the requirements of the welfare payment they are receiving. [N]
- 6.8 The Department reserves the right to withdraw any Client from the programme at its sole discretion and without provision of a stated reason. [N]
- 6.9 Successful Tenderers must furnish a report in respect of each Client where the Client leaves the JobPath programme and is still in receipt of a jobseeker

related income support payment, within ten (10) days of the Client exiting the programme “Exit Report”. The requirements of the Exit Report will be determined by the Department from time to time and may include such elements as, participant details, details of periods of work experience and / or employment, educational or training programmes undertaken and barriers to employment addressed / remaining. [N]

6.10 A Client will be deemed to have completed the JobPath programme once the Engagement Period has ended. An Engagement Period may be extended beyond fifty two (52) weeks to take account of additional periods of post-employment support which continue on past the initial fifty two (52) week period as well as periods of time spent on approved training or further education programmes. [N]

6.11 Clients who secure employment but then leave employment before the fifty two (52) week Engagement Period has elapsed will return to the programme until the full period of engagement has expired. [N]

6.12 Should a Client, having secured employment during the Engagement Period, subsequently leave that Employment but regain Employment during the fifty two (52) week Engagement Period, any such period(s) of Employment may be reckoned towards the cumulative number of weeks required for Job Sustainment Fee calculations. [N]

7. Client Information

7.1 The Client information held by the Department and judged by it to be relevant to the Services to be provided by the successful Tenderers will be made available to the successful Tenderers (see Appendix 4). [N]

7.2 The Department will also specify the Client information required by it to monitor Client participation in, and progress under, the JobPath programme. This information will include, as a minimum, the information required to support the referrals and payment process. [N]

7.3 The Department will, from time to time, agree the format and the structure in which information is to be exchanged with the successful Tenderers. It is

intended that the information will be published and consumed via Web Services. Tenderers must confirm their ability to publish and consume information using Web Services. [N]

7.4 In the event that the Department decides not to use Web Services, or is delayed in the use of Web Services, the information will be exchanged via secure file transfer at a frequency and at times to be determined by the Department. Tenderers must confirm their ability to exchange and process information via secure file transfer. [N]

7.5 Tenderers should read and note the information on the Department's IT infrastructure and environment as set out in Appendix 12. [N]

7.6 Tenderers must comply with the provisions relating to Data Protection set out in Appendix 13. [N]

8. Client Sanctions

8.1 Participation in JobPath will be mandatory for all Clients referred by the Department. Successful Tenderers are required to take all reasonable steps to ensure that Clients understand their responsibilities and obligations. [N]

8.2 Where a Client fails to engage with a successful Tenderer or where a Client fails to comply with programme requirements the matter must be recorded and reported to the Department. The manner of recording and reporting will be determined by the Department under operational protocols. [N]

8.3 Where the sanction takes the form of a reduced payment the Client will remain on the JobPath programme and the successful Tenderer will be required to continue its efforts to engage with that Client and to assist the Client to secure employment. [N]

8.4 All decisions in relation to the imposition of sanctions and the continuation, suspension or withdrawal of a Client from the JobPath programme will be a matter for the Department. Further information on sanctions is set out in Appendix 5. [N]

8.5 Where the sanction takes the form of a disallowance or disqualification of a

jobseeker-related payment, Client participation on JobPath may be cancelled or suspended. In suspension cases, the Engagement Period may be extended for the same duration as the suspension period subject to a maximum extension of 26 weeks. [N]

- 8.6 Successful Tenderers, if so requested, shall be required to furnish evidence and/or attend appeals hearings of the independent Social Welfare Appeals Office. [N]

9. Employer Engagement

9.1 Tenderers must set out in detail how they propose to develop and maintain relationships with employers including the type of services they intend to provide to employers as a means of securing employment opportunities for Clients. The response to be provided must, as a minimum, include:

- 9.1.1 a schedule and detailed description of each of the services it is proposed to offer employers
- 9.1.2 the approach to organising employer relations activities including the number of dedicated employer relations staff to be appointed
- 9.1.3 the approach to marketing and communicating services to employers
- 9.1.4 details of any partnerships to be developed in the delivery of services to employers
- 9.1.5 details of the processes and systems to be used to provide employer services
- 9.1.6 the approach to be used to identify actual or potential job vacancies and to assess employer recruitment needs
- 9.1.7 the “in-employment” supports to be provided to employers who offer employment to JobPath Clients
- 9.1.8 the approach to be used to measure and monitor employer satisfaction with the services to be provided
- 9.1.9 evidence of previous employer engagements where applicable.

[D].

9.2 Tenderers should note that they will be required, if requested, to attend and present at employer engagement events and meetings organised by the Department .[N]

10. Performance, Payments and Fees

10.1 Successful Tenderers will be paid a “Registration Fee” on satisfactory completion of a valid Personal Progression Plan (PPP) in respect of each Client. It is a matter for Tenderers to set the Registration Fee they will charge for each Referral Group per annum (see Tenderer bid spreadsheet in Appendix 6). The Registration Fee must not be greater than 15% (fifteen per cent) of the maximum fees that can be charged (the total of the registration fee plus Job Sustainment Fees for fifty two (52) weeks of sustained employment) for any Client in that Referral Group. [N]

10.2 Successful Tenderers will be paid “Job Sustainment Fees” for those Clients whom they assist to secure and remain in full-time employment, including self-employment, for each complete period of thirteen (13), twenty six (26), thirty nine (39) and fifty two (52) weeks. It is a matter for Tenderers to propose the Job Sustainment Fees they will charge during each year for each Referral Group. [N]

10.3 Successful Tenderers must submit claims for payment on a monthly basis or at such other intervals as may be decided by the Department. The format of claims and the arrangements for payments will be determined by the Department from time to time. The successful Tenderer must provide such supporting documentation as may from time to time be required by the Department. [N]

10.4 For the purpose of claiming a Job Sustainment Fee, period(s) of employment or self-employment, must commence during the fifty two (52) week engagement period on the programme. A period of employment or self-employment, to a maximum of fifty two (52) weeks’ duration, that commences on or before the last day of the fifty two (52) week period of engagement, but extends beyond the final day of the period of engagement, may be counted in determining a Job

Sustainment employment period. No payments will be made for employment that commences before the commencement of the fifty two (52) week Engagement Period. No payments will be made for employment that commences after the end of the fifty two (52) week Engagement Period. [N].

10.5 Tenderers must use the Tenderer bid spreadsheet to provide fee/price offers for each Referral Group (See Appendix 6) [N].

10.6 Although it is not intended to refer long-term unemployed Part-time Clients (Referral Group 6) in the short to medium term, the Department will, in the contracts to be concluded with successful Tenderers, reserve the right to refer such Clients in such volumes and at such time as it determines. Accordingly the prices submitted will be considered in the assessment of Tender bids based on the indicative referral volumes and the reference progression to employment rates provided in the Tenderer bid spreadsheet and will be treated as a firm price offer for such Clients and will not be subject to negotiation if the Department refers such Clients to successful Tenderers during the contract period. Tenderers are required to note that the fees proposed in respect of Referral Group 6 (Part-time Clients) should be no less than 50% of the fees proposed for Referral Group 1 (Clients passing 12 month duration threshold on the Live Register). [N]

10.7 Tenderers should note that Contracts executed pursuant to this RFT must be sufficiently flexible to cater for changes that might occur during their lifetime related, for example, to unexpected trends in economic performance or changes in Government policy. [N]

10.8 In this regard Tenderers should submit prices based on their own assessment of future economic performance and policy developments but note that the Department reserves the right, at its sole discretion, to discount the prices submitted (Registration and Sustainment Fees) if employment levels in the economy exceed the reference employment levels set out in the Table below. The discount to be applied shall vary depending on the extent to which employment levels, as reported in the results of the Quarterly National Household Survey (QNHS) for the last quarter of each calendar year, exceed

those set out below. The discount shall be applied to the fees to be paid in the subsequent calendar year. [N]

Year	Reference Employment Level	Actual Level As Measured in QNHS			
		<	–	–	≥
2014	1,930,000	< 1,955,000	1,955,000 – 1,979,999	1,980,000 – 2,004,999	≥ 2,005,000
Discount to be applied		0%	4%	8%	16%
2015	1,955,000	< 1,980,000	1,980,000 – 2,004,999	2,005,000 – 2,029,999	≥ 2,030,000
Discount to be applied		0%	4%	8%	16%
2016	1,980,000	< 2,005,000	2,005,000 – 2,029,999	2,030,000 – 2,054,999	≥ 2,055,000
Discount to be applied		0%	4%	8%	16%
2017	2,005,000	< 2,030,000	2,030,000 – 2,054,999	2,055,000 – 2,079,999	≥ 2,080,000
Discount to be applied		0%	4%	8%	16%
2018	2,030,000	< 2,055,000	2,055,000 – 2,079,999	2,080,000 – 2,104,999	≥ 2,105,000
Discount to be applied		0%	4%	8%	16%

[N]

10.9 The Department may assess performance using such methods as:

- audits (both Departmental and external) and inspections of successful Tenderer activities
- Client feedback as measured through Client surveys
- a quantitative assessment of the performance level achieved versus the performance bid.

[N]

10.10 Without prejudice to any remedy at law or under the Service Contract, the Department may, starting in the second year of the Service Contract, retain fifteen percent (15.0%) of all fees payable to a successful Tenderer (“Retention Fees”). [N]

10.11 The Retention Fees may be withheld if the Department assesses that, during the previous twelve (12) months, successful Tenderers have not delivered on their Service Statement or achieved their Performance Bid (see 10.16 below) or achieved an unsatisfactory rating in Client surveys. [N]

10.12 Assessments will be performed in respect of each twelve (12) month period of service operations (“Assessment Period”). The outcome of the assessment, together with any decision to withhold Retention Fees during the subsequent 12 month period and/or not to pay Retention Fees withheld during the Assessment Period, shall be notified to the successful Tenderer. If dissatisfied with the performance of the successful Tenderer the Department shall identify its dissatisfaction and give reasons. The successful Tenderer will have an opportunity to challenge any findings and the Department will consider the merits of such a challenge in finalising its decision. [N]

10.13 Where Retention Fees are to be applied, successful Tenderers will be required to submit a remediation plan to the Department, within eight (8) weeks of the date of the final decision, to address the deficit(s) in performance/operations which gave rise to the decision to withhold fees. The Department shall hold Retention Fees without an obligation to invest. [N]

- 10.14 The Retention Fees will be paid, in full and without interest due or payable, to the successful Tenderer at the end of the subsequent twelve (12) month period, provided the successful Tenderer satisfies the Department that it has, during that period, discharged its obligations under the Service Contract including the honouring of its Service Statement and achievement of their Performance Bid. [N]
- 10.15 The Department has prepared data showing the historic progression to employment rates of each of the payment groups in respect of each Contract Area (i.e. the 'Counterfactual Rate'). These are outlined at Appendix 7 (Exits to Employment). Details of the anticipated volume of referrals together with Counterfactual Rates, minimum progression to employment rates (the "Minimum Rate" or "Floor Performance") and reference progression to employment rates (the "Reference Rate") for each of the above payment groups are also provided in the Tenderer bid spreadsheet. The Minimum Rate is, for each payment group, the lowest anticipated rate of progression to employment. The Reference Rate is, for each payment group, the rate of progression to employment that the Department believes it is reasonable to expect. [N]
- 10.16 Tenderers are required to set out, in the Tenderer bid spreadsheet, and in their response to this section, their expected rate of progression into employment (i.e. their "Performance Bid") for each of the Referral Groups (see paragraph 5.2). Where the Performance Bid is less than the Minimum Rate that Tender may be deemed non-compliant and disqualified from the competition. [D]
- 10.17 Successful Tenderers are expected to reach or exceed their Performance Bid. If the Department determines, at its sole discretion, that actual performance in respect of any group of Clients referred, measured over a twelve (12) month period from date of referral, has failed to reach the Performance Bid level the Department reserves the right to withhold a proportion of any Retention Fees to a value it determines, at its sole discretion, is commensurate with the shortfall in performance. If the shortfall in performance, measured over a twelve (12) month period, is such that it is lower than the Minimum Rate the

Department reserves the right, at its sole discretion, to withhold the full Retention Fee amount. [N]

11. JobPath Service Establishment

11.1 It is anticipated that JobPath referrals will commence in quarter 4 (Oct – Dec) 2014 and continue for four (4) years thereafter. The precise start date for JobPath referrals will be determined to take account of responses received to this RFT. Tenderers are therefore required to submit a detailed start-up/implementation project plan as part of their Tender Response and to indicate their earliest start date. [D]

11.2 It is important to the Department that the Services be delivered as soon as possible. Therefore the establishment of the Services should be conducted in an efficient and expeditious manner. Tenderers must set out in a clear and comprehensive manner, in a detailed project plan, their proposed methodologies/arrangements for ensuring the smooth implementation of the Services relating to each Lot (“Lot Implementation Project Plan”). The Lot Implementation Project Plan must, as a minimum, set out in narrative format:

11.2.1 The tasks to be undertaken to establish the Services;

11.2.2 The sequencing of these tasks and the relationships/dependencies between them;

11.2.3 The start and finish dates and the elapsed time in days proposed to complete each task;

11.2.4 The resources, including human resources, which will be assigned to the implementation of the task;

11.2.5 Should services be introduced on a phased basis in a Contract Area/Lot Area (e.g. by town/office location) the phases involved and the completion date for full service implementation across the full contract/Lot area;

11.2.6 The key milestones to be achieved;

11.2.7 The key risks identified relating to the establishment of the

service and the approach to managing and mitigating these risks and approach to dealing with risks should they materialise;

11.2.8 The name of the project manager with overall responsibility for the management and delivery of the Lot Implementation Project Plan;

11.2.9 A project Gantt chart must also be provided.

[D]

11.3 As part of the Lot Implementation Project Plan, Tenderers must provide a map of the proposed Outlet network (see section 12 below) and indicate for each Outlet whether the Outlet is to be staffed and operated on a full-time (i.e. 9.00 am to 5.00 pm Monday to Friday, excluding public holidays) or a part-time basis, and if part-time the proposed number of hours for which that Outlet will operate each week. Successful Tenderers should note that they will be required, under any contract to be executed pursuant to this Tender, to seek the Department's permission in advance of introducing any significant changes in the number, location or operating hours of the Outlets detailed in their response to this section. [D].

12. Accommodation and Accessibility

12.1 Tenderers must prepare their Tenders on the basis that they will have to procure and/or provide all of their own accommodation and other infrastructural facilities. [N]

12.2 Successful Tenderers must ensure that the Services are accessible in accordance with the National Disability Authority's "Code of Practice on Accessibility of Public Services and Information provided by Public Bodies" [N]

12.3 Tenderers must provide suitable premises/facilities for the provision of the Services. Such premises/facilities must provide for the privacy and confidentiality of Clients. [N]

12.4 Where a Tenderer proposes to utilise accommodation which is provided by another entity who is already a provider of employment services to the

Department then the use of this accommodation should, for the purpose of this contract, be costed at market value. [N]

13. Tender Assessment

13.1 The Department intends to award a Service Contract for the provision of the Services to a single service provider within each Contract Area. Tenderers may submit Tenders in respect of one or more Lots. However, a successful Tenderer will not be awarded more than two Contract Areas. [N]

13.2 The Department will assess Tenders and allocate Lots to successful Tenderers using the Award Criteria set out in Part 3.3 on the basis that it determines will deliver the most economically advantageous solution across all of the four Contract Areas. This determination will be arrived at using the marking scheme set out in Part 3.3.3 [N].

13.3 The costs to be charged to the Department over the lifetime of the contracts (“Cost Criterion”) will constitute four hundred (400) marks i.e. forty per cent (40%) of the available marks. The Tenderer with the lowest cost solution for a Tender Lot will be awarded the full four hundred marks under the Cost Criterion for that Lot. All other Tenderers will be marked against the Cost Criterion relative to the lowest cost Tender and will receive an allocation of marks using inverse proportionality calculated using the following formula.

Marks to be awarded = (Lowest Tender Costs divided by Tender Costs) multiplied by the marks available for the Cost Criterion

[N]

13.4 For the purpose of section 13.3 the Department will determine the lowest cost Tender by means of discounting the actual costs to be charged in each year to net present values (NPV) using a discount rate of six per cent (6%). The costs to be assessed will be determined on a ‘like for like’ basis for each Tender by applying the fees proposed in each Tender to the indicative referral volumes and the reference progression rates for each Payment Group and each year set out in the Tenderer bid spreadsheet. [N]

13.5 The Department will total the scores for each compliant Tender across all of the award criteria and will rank, in order from most economically advantageous to least economically advantageous (highest to lowest score), the compliant Tenders to establish a table of Tenders for each of the individual Lots. A similar ranking will be performed on bids received from Tenderers in respect of Lots 5 and 6. These will be ranked with the highest scoring combinations of individual Tenders received for the Contract Areas which comprise these Lots. Based on this rank ordering, and subject to the condition that a Tenderer may be awarded a maximum of two Contract Areas, contracts will be awarded to the highest ranked bidders. [N]

13.6 Where bids from any Tenderer are judged the leading bids for more than two Contract Areas the Department will exclude bids on a least difference basis. For example, if a Tenderer has the leading Tender for three Contract Areas that Contract Area, where the score difference between the leading Tender and the next ranked Tender from another Tenderer (or in the case of a combination Lot the next ranked combination Lot or aggregation of two individual Lots) is the lowest, shall be offered to the next ranked Tenderer. [N]

14. Contract Management

14.1 Tenderers must outline their approach for identifying, on an on-going basis, key risks to the delivery of the Services and their approach to mitigate and manage such risks. Tenderers must also itemise any risk(s) that they have identified in preparing their Tender and propose approaches to mitigating such risks. They must also outline their approach to business continuity in the event that any risks that affect business continuity materialise. Where no risks have been identified Tenderers must indicate that they have not identified any risk during the process of preparing their Tenders. Tenderers must clearly and comprehensively deal with the key risk matters identified in this clause by means of a Risk Management and Contingency Management Plan. [D]

14.2 Where Tenderers propose to engage Subcontractors, the Prime Contractor must ensure that they discharge their contractual obligations. Accordingly

Tenderers must outline their approach to management of supply-chain members including but not limited to:

- 14.2.1 identification and selection of supply chain members and the envisaged timelines for having a supply chain in place;
- 14.2.2 contract management of supply chain members;
- 14.2.3 continuous improvement and sharing good practices in supply chains;
- 14.2.4 performance verification and management of supply chain members;
- 14.2.5 training of supply chain members;
- 14.2.6 communication with supply chain members;
- 14.2.7 dispute resolution with supply chain members; and
- 14.2.8 Client communications and complaint handling.

Tenderers are referred to the protocol for supply chain relationships.

Tenderers are also required to outline their proposals for the identification and involvement of local stakeholders in the delivery of the Services.

[D]

14.3 The successful Tenderer must put in place all processes, procedures, controls, audit trails, systems and standards necessary to discharge the contractual obligations. In particular the successful Tenderer(s) will be required to establish and maintain an electronic record of all interactions with the Client, including actions taken and agreed at the interaction(s) and outcomes achieved, in a form that can be inspected by the Department for the purpose of verifying compliance with the Service Contract. All such records must be furnished to the Department upon its request. Tenderers are referred to the requirement in Appendix 13 to set out their Personal Data Plan. [N]

14.4 Tenderers must set out the type of information systems and business processes they propose to use to deliver the Services, and the process events

and interactions that they propose to record and the format in which they propose to record such events and interactions in compliance with the requirements of this RFT. [D]

14.5 Tenderers must set out the internal management organisation structure and the internal management processes and systems they will implement to ensure effective delivery of the Services and discharge their obligations under the Service Contract. [D]

14.6 Tenderers must set out the Management Information Reports (MIR) and Service Quality Reports (SQR) that they will use to monitor and manage the Services. [D]

14.7 Tenderers should note that any MIR and SQR they produce, if they are awarded a contract pursuant to this competition, must be provided, on request, to the Department at such frequencies as it determines. Such Tenderers must also note that they will be obliged to provide the Department with any additional management or service information which may reasonably be requested by the Department and that such information will, if the Department so determines, include management and financial accounting reports. [N].

14.8 Successful Tenderers must maintain a full set of records detailing the costs of performing the Services until the expiry of the Service Contract. When requested by the Department, successful Tenderers must provide a summary of any or all of such costs, including details of any funds held by the successful Tenderer specifically to cover such costs, in such form and detail as the Department may reasonably require to enable it to monitor the performance of the successful Tenderer in delivering its obligations under the Service Contract. [N]

14.9 The successful Tenderer shall provide to the Department, as soon as possible and in any event no later than thirty (30) working days after the end of the first six (6) months of each of its financial years, copies of the unaudited accounts of the successful Tenderer certified by the Secretary of the successful Tenderer as true copies thereof; and as soon as the accounts of the successful Tenderer have been finalised but no later than one hundred and twenty (120) working

days after the end of each of its financial years a copy of the audited accounts of the successful Tenderer together with copies of all relevant directors' and auditors' reports. [N]

14.10 Successful Tenderers must co-operate fully with the Department in any investigation of social welfare fraud. The successful Tenderer must make available all original documents and records (held in any medium) as may be required for inspection or investigation purposes. [N]

14.11 Successful Tenderers will be required to co-operate fully with any audit, review, survey or any other inspection process initiated by the Department and/or the Comptroller and Auditor General. [N]

14.12 Successful Tenderers will be required to appoint full-time contract manager(s) to liaise with the Department to ensure effective management of the contractual obligations and to assist in the resolution of any issues which may arise between the Department and the successful Tenderer from time to time. Tenderers should set out clearly the approach that they propose to take to managing relationships with the Department including, details of regular reports to be provided, the numbers of staff to be assigned to this activity on a full-time equivalent basis, key contract management roles and escalation processes and inputs that they will require from the Department. [D]

14.13 If requested in writing by the Department, the Contractor shall meet formally with the Department to report on progress and shall comply with all written directions of the Department.[N]

14.14 The successful Tenderer must:

1. liaise with and keep the Department's contract manager fully informed of any matter which might affect the observance and performance of the successful Tenderer's obligations, including the timescale of completion of the key components of the Services;
2. comply with the reporting arrangements and protocols

required by the Department from time to time; and

3. comply with all reasonable directions of the Department.
[N]

14.15 Tenderers are referred to clause 2.4 of the Instructions to Tenderers(Consortia and Prime/Subcontractors).[N]

Appendix 2: Contract Areas and Indicative Referral Volumes

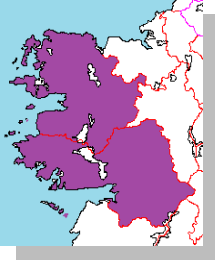
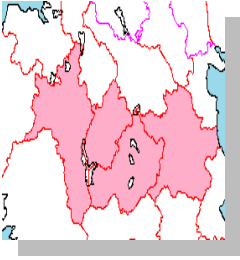
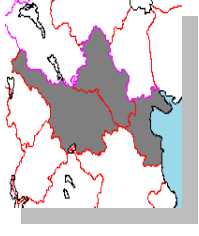
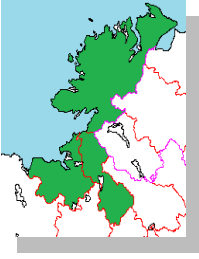
The JobPath Contract Areas are summarised in Table 1 below:

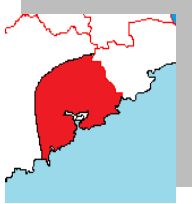
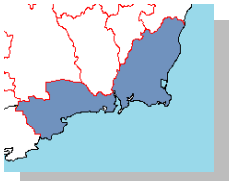
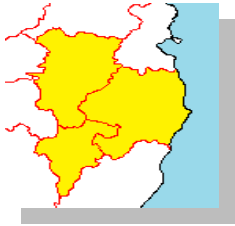
Table 1

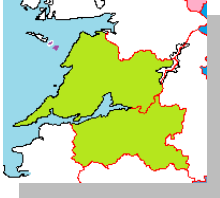
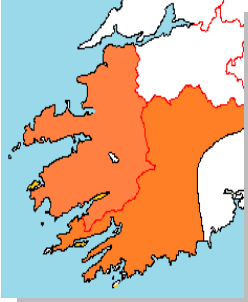
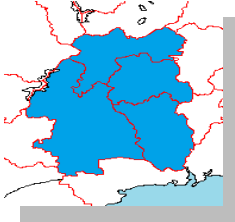
Contract Areas	DSP Divisions	No. of Providers
Area 1	West Midlands North North East North West	1
Area 2	Cork Central South East Mid Leinster	1
Area 3	Mid-West South West Midlands South	1
Area 4	Dublin Central Dublin North Dublin South	1




The JobPath Contract Areas are outlined in detail in Table 2 below:

Table 2

Area 1	Division	DSP Intreo Centres, Local Offices & Branch Offices	
	WEST	Achill	Loughrea
		Ballina	Clifden
		Ballinrobe	Galway
		Belmullet	Swinford
		Castlebar	Tuam
		Claremorris	Westport
	MIDLANDS NORTH	Athlone	Kells
		Ballinasloe	Longford
		Birr	Mullingar
		Boyle	Navan
		Castlepollard	Roscommon
		Castlereagh	Trim
		Edenderry	
	NORTH EAST	Ardee	Clones
		Ballyconnell	Drogheda
		Cavan	Dundalk
		Carrickmacross	Monaghan
		Castleblayney	
	NORTH WEST	Ballybofey	Dunfanaghy
		Ballyshannon	Killybegs
		Buncrana	Letterkenny
		Carrick-on-Shannon	Manorhamilton
		Donegal	Sligo
		Dungloe	Tubbercurry

Area 2	Division	DSP Intreo Centres, Local Offices & Branch Offices	
	CORK CENTRAL 	Bandon	Cork
		Carraigaline	Kinsale
		Clonakilty	Midleton
		Cobh	Youghal
	SOUTH EAST 	Carrick-on-suir	New Ross
		Dungarvan	Thomastown
		Enniscorthy	Waterford
		Gorey	Wexford
	MID LEINSTER 	Arklow	Muine Bheag
		Athy	Newbridge
		Baltinglass	Tullow
		Bray	Wicklow
		Carlow	

Area 3	Division	DSP Intreo Centres, Local Offices & Branch Offices	
	MID- WEST 	Ennis	Kilrush
		Ennistymon	Limerick
		Gort	Newcastlewest
		Kilmallock	Tulla
	SOUTH WEST 	Bantry	Listowel
		Cahirciveen	Macroom
		Dingle	Mallow
		Fermoy	Newmarket
		Kenmare	Skibbereen
		Killarney	Tralee
		Killorglin	
	MIDLANDS SOUTH 	Cashel	Portlaoise
		Cahir	Rathdowney
		Clonmel	Roscrea
		Kilkenny	Thurles
		Nenagh	Tipperary
		Portarlington	Tullamore

Area 4	Division	DSP Intreo Centres, Local Offices & Branch Offices	
		DUBLIN CENTRAL 	Apollo House
Bishop Square	Nutgrove		
Blanchardstown	Thomas Street		
King's Inns Street			
DUBLIN NORTH 	Ballbriggan	Finglas	
	Ballymun	Kilbarrack	
	Coolock	Swords	
DUBLIN SOUTH 	Ballyfermot	Maynooth	
	Clondalkin	Tallaght	
	Dun Laoghaire		

The Department has compiled six (6) excel pivot tables to provide information on the demographic profile of potential JobPath Clients for the benefit of Tenderers in their "Performance Bid" process. These tables can be found at:

<http://www.welfare.ie/en/Pages/JobPath-Tenders.aspx>

Explanatory notes on the variables contained in the pivot tables are also available at this link.

Indicative Volumes

The Department has set out below in Table 3 the indicative volumes for Clients referrals by Contract Area.

Table 3

Contract Areas	Referral Groups	2014/15	2015/16	2016/17	2017/18
Area 1	1. Passing 12 months	15,955	15,955	15,955	15,955
	2. LTU 1-2yrs	5,905	7,158	1,253	0
	3. LTU 2-3yrs	3,248	3,935	690	0
	4. LTU >3yrs	7,956	9,640	1,689	0
	5. 5%- high probability of becoming LTU	3,224	3,224	3,224	3,224
	6. LTU working part-time	0	0	8,413	11,254
	Total Area 1	36,288	39,912	31,224	30,433
Area 2	1. Passing 12 months	11,449	11,465	11,477	11,485
	2. LTU 1-2yrs	4,195	5,085	890	0
	3. LTU 2-3yrs	2,415	2,926	513	0
	4. LTU >3yrs	6,434	7,797	1,366	0
	5. 5%- high probability of becoming LTU	2,426	2,429	2,432	2,434
	6. LTU working part-time	0	0	5,822	7,783
	Total Area 2	26,919	29,702	22,500	21,702
Area 3	1. Passing 12 months	9,696	9,696	9,696	9,696
	2. LTU 1-2yrs	3,778	4,579	801	0
	3. LTU 2-3yrs	2,164	2,622	459	0
	4. LTU >3yrs	5,399	6,542	1,147	0
	5. 5%- high probability of becoming LTU	2,202	2,202	2,202	2,202
	6. LTU working part-time	0	0	5,670	7,611
	Total Area 3	23,239	25,641	19,975	19,509
Area4	1. Passing 12 months	13,482	13,482	13,482	13,482
	2. LTU 1-2yrs	5,560	6,740	1,179	0
	3. LTU 2-3yrs	2,933	3,554	623	0
	4. LTU >3yrs	6,419	7,778	1,363	0
	5. 5%- high probability of becoming LTU	2,947	2,947	2,947	2,947
	6. LTU working part-time	0	0	4,869	6,447
	Total Area 4	31,341	34,501	24,463	22,876
Overall Total (Area 1,2,3&4)		117,787	129,756	98,162	94,520

Appendix 3: Profiling of Clients

1. Background

In conjunction with the Economic and Social Research Institute (ESRI) the Department of Social Protection developed a Client profiling model to classify people on the Live Register according to their potential for gaining employment in order to target resources and provide services to those who need them most. Unemployed jobseekers are required by legislation to provide all profile information upon request.

2. The Profiling System

The profiling system uses a set of characteristics, combined with coefficients reflecting their relative importance, to statistically calculate the probability of a person, who recently became unemployed, exiting the register of unemployed (the Live Register - LR) to employment within twelve (12) months. The characteristics within the profile model include information that would have traditionally been gathered as part of the welfare payment claim process and additional information that is currently gathered as an addition to that process. The characteristics include:-

Gender; Age; Marital status; Spousal income; Children; Motivation; Access to transport; Education; Literacy/ numeracy issues; Number of claims; Unemployment history; Employment history; Proficiency in English language; Location; Perception of health; Payment type.

Based on a person's individual characteristics, a Probability of Exit from the LR or "PEX" score is calculated for each person. The PEX indicates the probability of that person exiting the LR within twelve (12) months. The PEX scores facilitate the segmentation of the Client database into bands. Currently, bands of Low, Medium and High are used. Individuals can be selected for activation based on their PEX score. Profiling facilitates referral for intervention very early in the claim cycle e.g. for those who have a low PEX score, or later in the claim cycle for those who are predicted to have a higher probability of exit to employment.

3. Extending to Long-Term Unemployed

Client profiling was rolled out to the Department's Local and Branch Offices between 2012 and 2013. New claimants are now profiled nationwide. However, those who have been on the Live Register for some time have not passed through the PEX profiling system. Work on profiling these jobseekers is currently underway. A profiling model has been developed with the ESRI, using administrative data only (i.e. data already stored within the Department). This model generates a score similar to the PEX score that indicates a person's distance from the Labour Market (LMD). This LMD score, like the PEX score, will be used to segment the Live Register Client database into Low, Medium and High categories.

4. Application of Profiling to JobPath

It is the intention of the Department to monitor the distribution of Clients across the different groups using the profiling scores so as to ensure that, as far as possible, a reasonable distribution of Clients within each payment group is achieved.

Appendix 4: Exchanges of Information

1. General

- 1.1 Exchanges of information between the Contracting Authority and successful Tenderers shall take place as set out in section 7 of Appendix 1 (Client Information). The exchange will take place and be triggered by some or all of the events below.
- 1.2 The data to be exchanged and the time and intervals of the exchange will be prescribed by the Contracting Authority from time to time and may include some or all of the information listed hereunder.

2. Referral Event

- 2.1 For each Client that the Contracting Authority refers to a successful Tenderer the following information (where available) will be furnished:
- Client's PPSN (Personal Public Service Number)
 - First Name
 - Surname
 - Address
 - County
 - Client's Local Office/Intreo Centre
 - Date of Birth
 - Telephone Number
 - Mobile Number
 - E-Mail Address
 - Referral/Payment Group

- Other Personal Information (including barriers to progression, if known, and other information if deemed appropriate).

2.2 The following information may also be furnished.

Client's education and training:

- Course/Education title
- Institution providing training course/education
- Address of institution
- Course/Education status (e.g. on-going, completed etc.)
- Start Date
- End Date
- Qualification Obtained
- Certification Body

Client's employment history:

- Employer Name
- Employer Address
- Employer Registration Number (ERN)
- Start Date of employment
- End Date of employment
- Client's position/role in the employment
- Type of employment, (e.g. full-time, part-time, temporary, on contract, self-employed, etc.).

3. Updating Information

3.1 During the course of the programme, the Contracting Authority may receive information that requires it to update the Client's record. Information updates will be provided to a successful Tenderer wherever possible. The type of information may include:

- Change of Address
- Change of E-Mail Address
- Change of Telephone Number
- Change of Mobile Number
- Change of Local Office/Intreo Centre
- Change of Social Welfare Claim Status.

3.2 Successful Tenderers may be required to provide to the Department updated Client information, similar to that shown at 3.1.

4. Withdrawal, Cancellation or Clients moving to another Contract Area (Event)

4.1 During the course of the programme, the Contracting Authority reserves the right to withdraw (or cancel) the Client referral at any stage with or without prior notice. The notification of such an event may include:

- Client's PPSN (Personal Public Service Number)
- First Name
- Surname
- Address
- Reason for withdrawal/cancellation of referral (e.g. client deceased)
- Date of last engagement

- Date of withdrawal/cancellation

4.2 A Client, who, not being in Employment, moves from one Contract Area to another Contract Area and is attached to a new DSP Local Office or Intreo Centre may be withdrawn from the successful Tenderer for the former Contract Area and allocated to the successful Tenderer for the latter Contract Area. The successful Tenderer for the former Contract Area shall provide an Exit Report to the Contracting Authority for onward transmission to the successful Tenderer for the latter Contracting Area.

4.3 A Client, who, being in Employment, moves residence to another Contract Area shall remain attached to the successful Tenderer for the former Contract Area. However, the Contracting Authority reserves the right to assign such Clients to the successful Tenderer for the latter Contract Area, where, in the sole opinion of the Contracting Authority, the circumstances of the case so warrant.

5. Start of Programme Event

5.1 A successful Tenderer shall notify the Contracting Authority of the date and location of its first “one-to-one” interview with a Client. This date is deemed to be the start date of the fifty two (52) week period of engagement on the programme. The following information may be required:

- Client’s PPSN (Personal Public Service Number)
- First Name
- Surname
- Client's Local Office/Intreo Centre
- Date and venue of first “one-to-one” interview (i.e. start date of period of engagement on programme).

6. Start/End of Employment Event

6.1 A successful Tenderer shall notify the Contracting Authority whenever a Client commences or terminates a period of employment or self-employment. The following information shall be required:

- Client's PPSN (Personal Public Service Number)
- First Name
- Surname
- Client's Local Office/Intreo Centre
- Provider's internal reference (relating to that Client in that Employment)
- Employment location (Republic of Ireland, Northern Ireland)
- Employment or self-employment
- Employer Registration Number (if ROI-registered)
- Employer Name
- Employer Address
- Where an employment has started: Start date, Client's job title/grade and whether full-time, contract, etc.
- Where an employment has stopped: Stop date and reason for employment stop
- Number of weeks of reckonable employment or self-employment.

7. Payment Trigger Events

7.1 There are five potential payment trigger events as follows:

- Client Registration Fee – on initial completion of Personal Progression Plan (PPP)
- Job Sustainment Fee (13 Weeks)
- Job Sustainment Fee (26 Weeks)
- Job Sustainment Fee (39 Weeks)
- Job Sustainment Fee (52 Weeks).

7.2 A successful Tenderer may claim a Client Registration Fee by submitting the following information in the format specified:

- Client's PPSN (Personal Public Service Number)
- Client's Name and Surname
- Date Personal Progression Plan (PPP) completed for Client.

7.3 A successful Tenderer may claim a Job Sustainment Fee by submitting the following information, in the format to be specified by the Department:

- Provider's internal reference (relating to that Client in that Employment)
- Employment location (Republic of Ireland, Northern Ireland)
- Employment or self-employment
- Employer Registration Number (if RoI-registered)
- Employer Name
- Employer Address
- When an employment has started: Start date, Client's job title and whether full-time, contract, etc.
- When an employment has stopped: Stop date and reason for employment stop
- Client's PPSN, first name and surname
- Number of periods of reckonable employment or self-employment
- Job sustainment milestone (13 weeks, 26 weeks, 39 weeks, 52 weeks)
- Date of milestone.

7.4 Where the Contracting Authority's reconciliation processes identify differences between what is being claimed by a successful Tenderer and what is on the Contracting Authority's records, an Exception Report will be issued by the Contracting Authority.

7.5 On receipt of the relevant information and subject to acceptance by the Contracting Authority's transaction validation / reconciliation processes, the relevant fee(s) will be paid by Electronic Fund Transfer to the nominated financial account of the successful Tenderer. Such accounts must be Single European Payments Area (SEPA) compliant.

8. Non-Registration Event

8.1 As per Appendix 5, Sanctions Policy and Requirements, a successful Tenderer shall notify the Contracting Authority where a Client, who has been referred by the Contracting Authority to a successful Tenderer, fails to attend for registration with the successful Tenderer. The following information, in addition to the requirements set out in Appendix 5, shall be required:

- Client's PPSN (Personal Public Service Number)
- First Name
- Surname
- Client's Local Office/Intreo Centre.

9. Non-Engagement Event

9.1 As per Appendix 5, Sanctions Policy and Requirements, a successful Tenderer shall notify the Contracting Authority in all cases where a Client, who has been registered by the Contracting Authority, ceases to engage. The following information, in addition to the requirements set out in Appendix 5, shall be required:

- Client's PPSN (Personal Public Service Number)
- First Name
- Surname
- Client's Local Office/Intreo Centre
- Reason(s) for non-engagement

- Date of last engagement
- Any relevant statements from the Client.

9.2 Where that Client subsequently re-engages with the programme, the following information, in addition to the requirements set out in Appendix 5, shall be furnished:

- Client's PPSN (Personal Public Service Number)
- First Name
- Surname
- Client's Local Office/Intreo Centre
- Date of previous engagement
- Date of re-engagement

10. Progression Event

10.1 In progressing a Client towards employment or self-employment, a successful Tenderer may decide to refer a Client for further education, training or work experience, in accordance with section 6.4 of Appendix 1. In such cases the following information shall be required:

- Client's PPSN (Personal Public Service Number)
- First Name
- Surname
- Client's Local Office/Intreo Centre
- Nature of Event (e.g. Training, Further Education, Work Experience, etc.)
- Date of Commencement of Event
- Expected Stop Date of Event
- Provider's internal reference (relating to that Client and that Event)

- Title of Course / Further Education / Work Experience
- Institution/organisation/employer
- Address of institution/organisation/employer
- Expected Qualification (if relevant)
- Certification Body.

10.2 Where that Client exits the Progression Event, the successful Tenderer shall supply the following information to the Department:

- Client's PPSN (Personal Public Service Number)
- First Name
- Surname
- Client's Local Office/Intreo Centre
- Nature of Event (e.g. Training, Further Education, Work Experience, etc.)
- Date of Commencement of Event
- Date of Exit from Event
- Provider's internal reference (relating to that Client and that Event)
- Title of Course / Further Education / Work Experience
- Reason for Exit e.g. course completed, dropped out etc.

11. Other Engagement Events

11.1 From time to time, the Contracting Authority may seek other information from the successful Tenderer about engagement activities associated with the Client during the course of the programme. This information may include (but not be limited to):

- Type of engagement (such as one-to-one with Personal Advisor, Group Engagement, Video-Call, Telephone Call, Communication – letter, e-mail etc.)

- Purpose (such as interview, referral to employer or training provider)
- Date and time of engagement
- Client's PPSN, first name, surname,
- Venue.

11.2 The successful Tenderer shall keep records of all such engagement events and submit same to the Contracting Authority upon request.

12. Exit Report Event

12.1 Where a Client completes the fifty two (52) week period of engagement on the programme and at that point is not in employment or self-employment the successful Tenderer shall furnish to the Contracting Authority and the Client an Exit Report, as per section 6.9 in Appendix 1.

12.2 Where a Client is in employment or self-employment at the end of the fifty two (52) week period of engagement an Exit Report will not be required.

Appendix 5: Sanctions Policy and Requirements

1. General

In order to qualify for a jobseeker payment, a Client must meet certain conditions, including the requirement to be available for, capable of and genuinely seeking full-time work.

A range of sanctions, including disqualification, closure or disallowance of a jobseeker claim, may be imposed where a Client fails to meet the stated conditions.

In relation to activation, further distinct sanctions in the form of reduced payments (known as “penalty rates”) may be imposed by the Department’s Deciding Officers where Clients fail, without good cause, to comply with activation measures.

Activation measures include the requirement to attend group or individual meetings, and/or avail of suitable education, training or development opportunities, or specified employment programmes, which are considered appropriate to a person’s circumstances.

2. Legal Context

The Social Welfare Consolidation Act 2005 (as amended) and associated regulations govern the Department’s schemes, including jobseekers’ schemes. The legislation establishes the conditions for receipt of jobseeker payments and the rate reductions (penalty rates) applicable in specified circumstances.

Deciding Officers are appointed by the Minister to apply the social insurance and social assistance legal provisions that include the application of sanctions.

Deciding Officers are bound by the legal provisions and are required to make independent judgements on the application of the law. Decisions made by a Deciding Officer may be appealed to the independent Social Welfare Appeals Office.

3. Implementation of Legislation

3.1 Sanctions for failure to satisfy the conditions for receipt of jobseeker payments

The Department's control strategy includes the provision of systems and procedures to prevent and minimise the risk of fraud, abuse and error. Jobseeker claims, therefore, are subject to active management and on-going review in order to establish continued entitlement (i.e. whether or not a person continues to satisfy the conditions for receipt of payment). This applies to all jobseekers, irrespective of their involvement in activation, with the outcome that a Client's jobseeker claim may be disqualified, closed or disallowed.

A successful Tenderer must notify the Department of all cases where Clients fail to avail themselves of a suitable employment opportunity (i.e. fail to attend job interview or take up job offer) to facilitate a review of the jobseeker claim in order to establish continued entitlement. Evidence of a Client's failure to avail of an opportunity is required in order for a Deciding Officer to make a decision whether or not to apply a sanction.

3.2 Sanctions for failure, without good cause, to comply with activation measures

A Client's weekly rate of jobseeker payment may be reduced in the circumstances specified in legislation, as follows:

3.2.1 Failure to attend activation meetings² (group or individual)

3.2.2 Refusal or failure to participate in suitable education, training or development opportunities and prescribed employment programmes and schemes.

² Legislation defines an activation meeting as "a meeting arranged by or on behalf of the Minister for the purpose of providing information which is intended to improve that person's knowledge of the employment, work experience, education, training and development opportunities available to that person, or an assessment of that person's education, training or development needs"

Note: employment programmes and schemes, and courses of education, training and development currently (Q 4 2013) include the following:

- Community Employment
- A course of training or development provided by or on behalf of SOLAS³
- A course of education, training or development provided by or on behalf of an Education & Training Board (ETB)
- Such other course of education, training or development as may be approved by or on behalf of the Minister from time to time

3.3 Operational Principles: Failure to Attend Activation Meetings

- Legislation provides that advance written notification (either paper format or electronic format) to Clients is required for all activation meetings.
- Clients who fail to attend an initial (first) activation meeting must be given a verbal warning regarding sanctions and they must be rescheduled for a second activation meeting.
- Cases where Clients fail to attend a second activation meeting must be notified to the Department for consideration of a sanction and rescheduled for a third activation meeting.
- It is the responsibility of the successful Tenderer to confirm to the Department whether or not a Client attends a third activation meeting, as further sanctions may apply to Clients who continue to fail to engage. Note: two non-attendances, without good cause, normally incur a sanction.

³ SOLAS is the new Further Education and Training Authority in Ireland. It is responsible for funding, planning and co-ordinating training and further education programmes. SOLAS (An tSeirbhís Oideachais Leanúnaigh agus Scileanna) was formally established on 27th October 2013 by Ruairí Quinn T.D., Minister for Education and Skills.

- Deciding Officers require written confirmation of compliance in order to lift a sanction.

3.4 Operational Principles: Failure to avail of suitable education, training or development opportunities or specified employment programmes and schemes

- The successful Tenderer will work with the Client to identify and agree education, training, development or work experience needs.
- The Client is requested to participate in, agree to participate in, avail of an opportunity of participating in a prescribed scheme or programme of employment or work experience, or course of education, training or development with a view to enhancing the person's prospects of obtaining work. Cases where Clients who, without good cause, fail to comply (including those who commence and subsequently drop out) must be notified to the Department for consideration of a sanction.
- The successful Tenderer must give further notice to the Client to either:
 - a) attend a further activation meeting to identify appropriate interventions that may be available, with a view to enhancing the person's prospects of obtaining work,
 - OR
 - b) participate in, agree to participate in or avail of an opportunity of participating in any other employment or work experience programme or course of education, training or development which is considered appropriate to that person's circumstances.
- It is the responsibility of the successful Tenderer to confirm to the Department whether or not a Client complies with a) or b) above, as further sanctions may apply to Clients who continue to fail to engage.
- Deciding Officers require written confirmation of compliance in order to lift a sanction.

3.5 Evidence

In order to decide whether to apply or lift a sanction, Deciding Officers require evidence of compliance or evidence of failure to comply. The following information is, therefore, required to be maintained by the successful Tenderer for this purpose and must be provided on request:

- Copy of all notifications from the successful Tenderer to a Client to attend activation/ engagement meeting (group or individual)
- Record of Client compliance or failure to comply with such notifications
- Record of all telephone contacts with Client
- Record of all SMS contacts with Client and copy of message contents
- Copy of all emails
- Copy of all notifications to Client to participate (e.g. offer of place) in an education, training or development programme or one of the prescribed employment programmes and schemes
- Copy of all requests to Client to participate (e.g. agree in principle to apply, seek a place, take place if offered) in an education, training or development programme or one of the prescribed employment programmes and schemes
- Copy of all notifications to Client to avail of an opportunity of participating in (e.g. attend interview, contact 3rd party provider) any scheme or programme of employment or work experience, or course of education training or development with a view to enhancing the person's prospects of obtaining work
- Evidence of Client failure to comply with any or all notifications/requests outlined above

Appendix 6: Tenderer bid spreadsheet- explanatory notes

1. General Instructions

- Download the JobPath Tenderer bid spreadsheet (Excel Workbook) to your hard-drive for completion.
- A separate spreadsheet must be completed for each Lot for which you are bidding.
- Parts of this spreadsheet are protected and also hidden, you must not attempt to remove the password or unhide worksheets, as per Part 2, Section 2.2.2.
- You must complete the worksheets marked 'Performance Offer' and 'Tenderer Costs'
- You may input only in the cells highlighted in yellow. The other blank cells will be populated automatically as you fill in the required fields.
- It is your responsibility to ensure all parts are correctly inputted. No revisions will be accepted once submitted.
- The other 5 worksheets are for information only ('Performance Offer – Explanatory Notes', 'Tenderer Costs – Explanatory Notes', 'Charts and Other Inputs', 'Flows and Counterfactual' and 'Summary').
- You must save each completed spreadsheet using the following format: JobPath_LotX_Tenderer Name.
- The spreadsheet you submit must have **no changes in any respect** to the formatting, formulas, number of worksheets, or additional material. You can make copies of this spreadsheet for your own purposes.
- You must submit the completed spreadsheet as part of your Tender submission.

2. Performance Offer worksheet

The performance offer worksheet requires that you state your Performance Bid for each of the six Referral Groups for each of the four years. The specific fields to be completed are outlined in the table below.

Row title	Cell reference	To be completed by Tenderer	Explanatory Note
Tenderer Name	B3	Yes	Insert the name of your organisation as it appears in the response to this RFT.
Select Lot	B5	Yes	Choose one Lot for which you wish to bid. A separate spreadsheet should be completed for each Lot for which you are bidding. See Appendix 2 for an explanation of Contract Areas.
Percent that already leave to a job (counterfactual)	B6	No	This is the percentage of Clients in the Referral Groups that have left to Employment in the 12 month period to October 2013. This is called the 'counterfactual' – what would have happened anyway without JobPath. See Appendix 7.
Minimum performance	B7	No	This is the lowest anticipated rate of progression to employment. The Department will not accept bids which have a 'Performance Offer' below the minimum rate. It is set at 30% above the counterfactual.

Reference performance	B8	No	The 'Reference performance' shows the Department's expectations of JobPath performance in the current economic context. You should use this as a guide for the levels of 'Performance Offer' that the Department is expecting to receive from Tenderers. It is set at 60% above counterfactual for Groups 1, 2, 3 and 6 and 70% above for Groups 4 and 5.
Years 1-4	Please complete all inputs required for each year.		
Referrals from DSP	B12	No	These are the expected referrals from the Department for each year and for each group. See Appendix 2 for indicative volumes.
Registration Rate	Year 1 C13:G13 Year 2 C24:G24 Year 3 C35:H35 Year 4 F46:H46	Yes	This is your expected percentage of all the Department's Client referrals that will have a completed Personal Progression Plan and for which you will receive a 'Registration Fee'.
Registrations on JobPath	B14	No	These cells are automatically generated by multiplying 'Referrals from DSP' by 'Registration Rate'.

Performance Offer	Year 1 C15:G15 Year 2 C26:G26 Year 3 C37:H37 Year 4 F48:H48	Yes	<p>This is the level of performance that you are offering to the Department for each year and for each Referral Group. It must be based on the percentage of 'Registrations' that will achieve a 'job entry' at any point during the year. Only initial 'job entries' should be included and not subsequent 'job entries' where clients may have had multiple spells of employment within the service period.</p> <p>See Appendix 1 Section 2.2 for the definition of employment.</p>
Percentage change on 'Reference Performance'	B16	No	<p>This shows the percentage difference between your 'Performance Offer' and the Department's 'Reference performance'. This is for information only.</p>
Sustained job entries	Year 1 C17:G20 Year 2 C28:G31 Year 3 C39:H42 Year 4 F50:H53	Yes	<p>This is the percentage that you expect to remain in sustained employment. It is expressed as a percentage of the group that achieves 13 weeks, 26 weeks, 39 weeks and 52 weeks. For example, if there are 100 initial job entries but only 80 achieve 13 weeks in employment then the sustainment rate is 80%. Of the 80 that sustained employment to 13 weeks if only 60 achieve 26 weeks in employment then the sustainment rate for that group is 75%.</p>

Non-job exits from JobPath	Year 1 C21:G21 Year 2 C32:G32 Year 3 C43:H43 Year 4 F54:H54	Yes	Once a Client has started on JobPath they may leave for a number of reasons other than to employment. Give your estimated percentage of registrations that will leave JobPath to non-job exits in each year.
Percentage referred to training	Year 1 C22:G22 Year 2 C33:G33 Year 3 C44:H44 Year 4 F55:H55	Yes	Give the estimated percentage that you may refer to training or work experience. This refers only to full-time training or work experience of a duration between 4 (four) and 26 (twenty-six) weeks. See Appendix 14. This only impacts on cash-flow calculations and not directly on price, with the possible exception of indirectly through borrowing costs.
Scroll across to columns Q - W			
Volumes (columns Q-W)			These are the volumes derived from your inputs for the 'Performance Offer' and sustainment rates.
Scroll across to columns Y - BM			
Annual prices			These columns set out the prices generated automatically from your costs and 'Performance offer'.
Costs of provision		No	This value is linked to the Costs worksheet and the volumes for each Referral Group.

Registration fee proportion and Job sustainment fees proportion	Columns (for each payment group): AA, AH, AO, AV, BC, BJ Repeated four times (for each year of contract) in Rows: 14, 25, 36, 47	Yes	The Registration fees proportion of the total aggregate fees must not exceed 35%. You can offer a lower Registration fees proportion in any year by adjusting the 'Job Sustainment fees proportion' upwards.
Registration fee		No	This is the price that will be paid once a Client has completed a Personal Progression Plan.
Job sustainment fees		No	These are the prices that will be paid for every Client who has been in a validated job and off the Live Register for 13, 26, 39, and 52 weeks. Multiple jobs can be combined to pass a payment threshold using a minimum of one week's employment. See Appendix 1 Section 6.12.

3. Tenderer Costs worksheet

- You are responsible for identifying and including all costs associated with the delivery of the Services proposed in your Tender. Only those costs included in this sheet will be included in the calculation of your bid price.
- All figures must exclude VAT.
- **Please note that all salaries should be 'gross salary costs' including all tax and pension contributions.**

- Replace generic titles (e.g. 'Job title 1') with specific titles appropriate to your set-up.
- You can add new rows in the spreadsheet as specified below. You must ensure that all formulae and formatting are maintained in new rows.
- Leave blank any rows not needed (e.g. 'Job title 7').
- Year 0 should contain all costs from the date of signing the contract and the first day that Clients are referred to you by the Department.

Spreadsheet row title	Rows	Explanatory Note
Volumes	7	
Starts	8	These are linked to the Registration Rate Total for each year in the Performance Offer sheet.
Total months of out-of-work Clients	9	The spreadsheet estimates the total number of months for out-of-work Clients based on your Performance Offer. This is for your information only.
		The year 4 total includes the months during year 5 that out-of-work Clients will be supported. You must ensure all Year 5 costs are included in Year 4.
Total months of in-work Clients	10	The spreadsheet estimates the total number of months for in-work Clients based on your Performance Offer. This is for your information only.
		The year 4 total includes the months during year 5 and 6 that in-work Clients will be supported. You must ensure all Year 5 and 6 costs are included in Year 4.

Personal advisor to Client ratio	12	A 'Personal Advisor' is anyone who conducts regular interviews (of any kind) with Clients. You must give your planned annual ratio of Personal Advisors to Clients starting on the programme for each of Years 1-4.
Direct Staff Costs	16	All staff whose numbers can reasonably be expected to vary in line with the number of Clients on JobPath.
Personal Advisors	17	Enter 'Average Gross Salary' for all staff who conduct regular interviews (of any kind) with Clients. Enter the number of 'Full-time Equivalents' you expect to employ on average over the year. Checks will be conducted to ensure the 'Full-time Equivalents' number is consistent with your stated 'Personal advisor to client ratio'. Year 0 should show the salary costs prior to the first referrals.
Other direct staff (specify job titles)	19-25	'Other direct staff' will include all those staff whose numbers can reasonably be expected to vary in line with the number of Clients on JobPath.
If adding row, add above this	26	If adding further job titles, insert a new row between rows 25 and 26. You must ensure that all formulae and formatting are maintained in the new rows.
Indirect Staff Costs	29	This should be managerial and overhead staff who are not involved in direct delivery of services to Clients. Year 0 should show the salary costs prior to the first referrals.

Contract Manager	30	The 'Contract Manager' should be the person who has the direct and overall responsibility for the delivery of the contract. See Appendix 1 Section 14.12
Other staff (specify job titles)	32-38	All other managerial and overhead staff who are not involved in direct delivery of services to Clients. The expectation is that all senior management staff are itemised. For junior staff, generic job titles are sufficient, for example, 'Finance staff'.
If adding row, add above this	39	If adding further job titles, insert a new row between rows 38 and 39. You must ensure that all formulae and formatting are maintained in the new rows.
Other Staff Costs	45	These are all costs associated with recruiting and supporting all direct and indirect staff. The 'Average Unit Cost' should be derived from your understanding of the range of costs associated with delivering the function. 'Number' relates to the number of staff you anticipate requiring the function.
Recruitment	46	Only include the cost of purchasing services to recruit staff. Do not include any staff costs (e.g. HR personnel), these should be included under Staff Costs.
Training	47	Only include the cost of purchasing training services and materials for staff.
Travel & subsistence	48	The 'Average Unit Cost' should reflect your stated terms and conditions in staff contracts and averaged out over all staff that you expect to claim travel and/or subsistence.

Other staff costs (specify)	50-55	Any other costs that you may identify
If adding a new row	56	If adding further staff costs, insert a new row between rows 55 and 56. You must ensure that all formulae and formatting are maintained in the new rows.
Accommodation Costs	61	
List outlets	66-77	The (anticipated) costs of outlets in each location used in delivering the contract should be listed. For each outlet, you should give the Sq. M, the cost per Sq. M. In addition you should show whether the cost is a mortgage/lease or, if a rented, the rental period, any break point and the notice period.
If adding a new row	78	If adding further outlets, insert a new row between rows 77 and 78. You must ensure that all formulae and formatting are maintained in the new rows.
Fit out costs	82	Those costs in fitting out and adapting premises. All premises must comply with the law.
Other Accommodation Costs	84	
Dilapidations	85	Any costs required under rentals for dilapidations.
Rates	86	Include a total for payment of commercial rates to local authorities/councils for each year.
Maintenance, Cleaning & Repairs	87	All non-staff costs associated with maintenance, cleaning & repairs. Include all contracted services and anticipated purchased services.

Heating, Lighting, Power	88	Include a total for all premises.
Other (specify)	90-95	Please list additional premises costs that you may have.
If adding a new row	96	If adding further premises costs, insert a new row between rows 95 and 96. You must ensure that all formulae and formatting are maintained in the new rows.
IT Costs	101	
IT Hardware & software	104	Give purchase/lease costs of all IT hardware and software commensurate with staff and the volumes on JobPath (excluding security hardware). Give numbers of units and average unit cost.
IT Maintenance	105	Include only contracted services.
IT Development	106	Give your planned budgets for software development, website and any other development (excluding Client tracking system).
IT Security Costs	107	Show total costs of meeting security standards (see Appendix 13 on Data Protection).
Client Tracking System	108	The development or purchase costs of an appropriate Client tracking system.
Other IT Costs	110-114	Specify any additional IT costs.
If adding a new row	115	If adding further IT costs, insert a new row between rows 114 and 115. You must ensure that all formulae and formatting are maintained in the new rows.

Operating Costs	118	
General overhead costs	120	General overhead costs could include costs such as Telephone, Bank Charges, Audit Fees, Printing/Stationery, etc.
Insurance costs	121	All insurance costs required should be included.
Advertising & Marketing	122	Give planned and appropriate costs.
Other costs	124-127	Specify any additional costs.
If adding a new row	128	If adding further operating costs, insert a new row between rows 127 and 128. You must ensure that all formulae and formatting are maintained in the new rows.
Client Costs	131	Costs included under this section should be commensurate with your Service Statement.
Transport Costs	134	Give estimated total number of journeys by public transport for Clients and the average cost. Reasonable travel costs for any mandatory activity must be met by the successful Tenderers.
Childcare	135	Give estimated total number of Clients requiring childcare. The average cost should be based on appropriate childcare provision which meets legal standards for the age of the child. These costs must be met by the successful Tenderers.

Discretionary Fund	136	Every Client should have access to discretionary funds as agreed in their Personal Progression Plan. Give your planned average spend per Client. These costs must be met by the successful Tenderers.
Specialist support	137	Specialist support may be required by some Clients. Give estimated numbers and average spend per Client. These costs must be met by the successful Tenderers.
Other (please specify)	139-142	Give other client costs not covered above. Any such costs must be met by successful Tenderers.
If adding a new row	143	If adding further client costs, insert a new row between rows 142 and 143. You must ensure that all formulae and formatting are maintained in the new rows.
Partnership & Research	146	
Research and evaluation	148	Give annual budgets for research and any evaluation of your activities.
Partner support	149	Give annual budgets to support activities with social partners in the area.
Other (please specify):	151-154	Give budgets for any other relevant activities.
If adding a new row	155	If adding further partnership and research costs, insert a new row between rows 154 and 155. You must ensure that all formulae and formatting are maintained in the new rows.

Borrowing costs	160	Include your estimated costs of borrowing funds.
Profit margin	162	Quote your expected pre-tax profit margin (as %).

4. Charts and Other Inputs sheet

This worksheet does not need to be completed and is provided for your information only.

Appendix 1, Section 10.8 outlines the employment scenarios where a discount can be applied to fees. The impact of this discount can be seen using the table (row 35) in the 'Charts and other inputs' worksheet.

The impact of retention of fees, and the Professional Services Withholding Tax (PSWT) on cash flow can also be calculated on this worksheet.

5. Summary sheet

This worksheet does not need to be completed and is provided for your information only.

Total job entries and job sustainment are shown in Rows 12 to 18. This information is also given on a month-by-month basis.

Indicative Tenderer costs are shown in Rows 34 to 38. Indicative Tenderer payments and cash-flow are shown in Rows 40 to 46. Indicative Tenderer cash requirement is given in cell H45. This cell is the highest absolute amount calculated in the Cumulative Tenderer cash-flow in Row 44.

Appendix 7: Exits to Employment

7.1 Approach

In order to establish the exit to employment rates for the cohorts of Clients that will be referred to JobPath, the Department examined the number of long term unemployed Clients (i.e. over 1 year on the Live Register) in receipt of Jobseeker’s Allowance (JA) or Jobseeker’s Benefit (JB) who exited the Live Register (LR) into employment from November 2011 to October 2013 inclusive.

7.2 Clients in receipt of Jobseeker’s Allowance (JA) or Jobseeker’s Benefit (JB)

Tables 7.1 & 7.2 show the average number of long term unemployed (LTU) Clients on the LR in receipt of JA or JB and the total number of these Clients who left the LR for employment (exits to employment).

Tables 7.1.a and 7.1.b cover the period November 2012 to October 2013 inclusive.

Tables 7.2.a and 7.2.b cover the period November 2011 to October 2012 inclusive.

Clients are grouped in the tables by their duration on the Live Register, i.e. 1-2 years on the LR, 2-3 years on the LR and greater than 3 years on the LR.

The Exits to Employment figures are the numbers of Clients (in receipt of JA or JB) who left the LR for employment, grouped by duration on the Live Register.

The % Exit to Employment rate (counterfactual) is calculated by:

$$\text{Exits to Employment} / \text{Average Number of Clients}$$

7.3 Clients who work part-time and also sign for Jobseeker's Allowance (JA) for more than one year on the basis that they are seeking to secure full-time employment.

Tables 7.3 & 7.4 show the average number of long term unemployed (LTU) Clients on the LR who work part-time and are in receipt of JA, and the total number of these Clients who left the LR for employment.

Tables 7.3.a and 7.3.b cover the period November 2012 to October 2013 inclusive.

Tables 7.4.a and 7.4.b cover the period November 2011 to October 2012 inclusive.

Clients are grouped in tables by their duration on the Live Register, i.e. 1-2 years on the LR, 2-3 years on the LR and greater than 3 years on the LR.

The Exits to Employment figures are the numbers of Clients (in receipt of JA) who left the LR for employment, grouped by duration on the Live Register.

The % Exit to Employment rate (counterfactual) is calculated by:

Exits to Employment / Average Number of Clients

Table 7.1.a:

Average number of Long term unemployed (LTU) Clients on the Live Register (LR) who were in receipt of Jobseeker's Benefit or Jobseeker's Allowance during the period November 2012 to October 2013, and the Exits to Employment for this cohort for each individual Contract Area/Lot.

	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
National Total	43,310	32,106	84,652	160,068	6,865	3,131	4,039	14,035	15.9%	9.8%	4.8%	8.8%
Contract Area 1/Lot 1	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
West	3,128	2,165	6,137	11,430	577	237	341	1,155	18.4%	10.9%	5.6%	10.1%
Midlands North	3,867	2,985	7,549	14,401	552	260	369	1,181	14.3%	8.7%	4.9%	8.2%
North East	3,421	2,359	6,195	11,975	506	238	342	1,086	14.8%	10.1%	5.5%	9.1%
North West	2,829	2,153	6,159	11,141	367	182	232	781	13.0%	8.5%	3.8%	7.0%
Total	13,244	9,662	26,040	48,947	2,002	917	1,284	4,203	15.1%	9.5%	4.9%	8.6%
Contract Area 2/Lot 2	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Cork Central	2,823	2,186	5,769	10,778	475	193	266	934	16.8%	8.8%	4.6%	8.7%
South East	3,389	2,675	8,128	14,193	473	259	339	1,071	14.0%	9.7%	4.2%	7.5%
Mid Leinster	3,270	2,411	6,362	12,043	469	209	270	948	14.3%	8.7%	4.2%	7.9%
Total	9,482	7,272	20,259	37,014	1,417	661	875	2,953	14.9%	9.1%	4.3%	8.0%
Contract Area 3/Lot 3	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Mid West	2,914	2,358	6,574	11,845	438	216	291	945	15.0%	9.2%	4.4%	8.0%
South West	2,285	1,674	4,586	8,545	445	209	244	898	19.5%	12.5%	5.3%	10.5%
Midlands South	3,519	2,633	6,575	12,727	545	246	312	1,103	15.5%	9.3%	4.7%	8.7%
Total	8,717	6,665	17,734	33,116	1,428	671	847	2,946	16.4%	10.1%	4.8%	8.9%
Contract Area 4/Lot 4	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Dublin Central	3,965	2,843	7,189	13,997	851	355	384	1,590	21.5%	12.5%	5.3%	11.4%
Dublin North	3,845	2,673	6,703	13,221	564	247	327	1,138	14.7%	9.2%	4.9%	8.6%
Dublin South	4,058	2,990	6,726	13,774	603	280	322	1,205	14.9%	9.4%	4.8%	8.7%
Total	11,867	8,507	20,618	40,991	2,018	882	1,033	3,933	17.0%	10.4%	5.0%	9.6%

Table 7.1.b:

Average number of Long term unemployed (LTU) Clients on the Live Register (LR) who were in receipt of Jobseeker's Benefit or Jobseeker's Allowance during the period November 2012 to October 2013, and the Exits to Employment for this cohort for each combined Contract Area/Lot.

	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
National Total	43,310	32,106	84,652	160,068	6,865	3,131	4,039	14,035	15.9%	9.8%	4.8%	8.8%

Combined Contract Areas 1 and 4 (Lot 5)	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Dublin Central	3,965	2,843	7,189	13,997	851	355	384	1,590	21.5%	12.5%	5.3%	11.4%
Dublin North	3,845	2,673	6,703	13,221	564	247	327	1,138	14.7%	9.2%	4.9%	8.6%
Dublin South	4,058	2,990	6,726	13,774	603	280	322	1,205	14.9%	9.4%	4.8%	8.7%
West	3,128	2,165	6,137	11,430	577	237	341	1,155	18.4%	10.9%	5.6%	10.1%
Midlands North	3,867	2,985	7,549	14,401	552	260	369	1,181	14.3%	8.7%	4.9%	8.2%
North East	3,421	2,359	6,195	11,975	506	238	342	1,086	14.8%	10.1%	5.5%	9.1%
North West	2,829	2,153	6,159	11,141	367	182	232	781	13.0%	8.5%	3.8%	7.0%
Total	25,111	18,169	46,658	89,938	4,020	1,799	2,317	8,136	16.0%	9.9%	5.0%	9.0%

Combined Contract Areas 2 and 3 (Lot 6)	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Mid West	2,914	2,358	6,574	11,845	438	216	291	945	15.0%	9.2%	4.4%	8.0%
South West	2,285	1,674	4,586	8,545	445	209	244	898	19.5%	12.5%	5.3%	10.5%
Midlands South	3,519	2,633	6,575	12,727	545	246	312	1,103	15.5%	9.3%	4.7%	8.7%
Cork Central	2,823	2,186	5,769	10,778	475	193	266	934	16.8%	8.8%	4.6%	8.7%
South East	3,389	2,675	8,128	14,193	473	259	339	1,071	14.0%	9.7%	4.2%	7.5%
Mid Leinster	3,270	2,411	6,362	12,043	469	209	270	948	14.3%	8.7%	4.2%	7.9%
Total	18,199	13,937	37,994	70,130	2,845	1,332	1,722	5,899	15.6%	9.6%	4.5%	8.4%

Table 7.2.a

Average number of long term unemployed (LTU) Clients on the Live Register (LR) who were receipt of Jobseeker's Benefit or Jobseeker's Allowance during the period November 2011 to October 2012, and the Exits to Employment for this cohort for each individual Contract Area/Lot.

	Average No. of Clients				Exit to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
National Total	50,758	44,176	66,414	161,348	7,100	3,822	2,275	13,197	14.0%	8.7%	3.4%	8.2%
Contract Area 1/Lot 1	Average No. of Clients				Exit to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
West	3,545	3,134	4,991	11,670	568	328	225	1,121	16.0%	10.5%	4.5%	9.6%
Midlands North	4,627	4,053	5,590	14,271	591	339	168	1,098	12.8%	8.4%	3.0%	7.7%
North East	3,758	3,384	4,882	12,024	514	284	176	974	13.7%	8.4%	3.6%	8.1%
North West	3,367	3,058	5,022	11,448	359	200	135	694	10.7%	6.5%	2.7%	6.1%
Total	15,297	13,629	20,486	49,412	2,032	1,151	704	3,887	13.3%	8.4%	3.4%	7.9%
Contract Area 2/Lot 2	Average No. of Clients				Exit to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Cork Central	3,515	2,994	4,570	11,079	504	255	122	881	14.3%	8.5%	2.7%	8.0%
South East	4,089	3,750	6,579	14,418	476	285	179	940	11.6%	7.6%	2.7%	6.5%
Mid Leinster	3,645	3,293	4,821	11,758	554	298	200	1,052	15.2%	9.1%	4.1%	8.9%
Total	11,249	10,037	15,970	37,255	1,534	838	501	2,873	13.6%	8.3%	3.1%	7.7%
Contract Area 3/Lot 3	Average No. of Clients				Exit to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Mid West	3,714	3,354	5,258	12,326	524	307	173	1,004	14.1%	9.2%	3.3%	8.1%
South West	2,799	2,508	3,718	9,025	395	250	143	788	14.1%	10.0%	3.8%	8.7%
Midlands South	4,095	3,608	4,863	12,566	565	292	175	1,032	13.8%	8.1%	3.6%	8.2%
Total	10,608	9,470	13,839	33,917	1,484	849	491	2,824	14.0%	9.0%	3.5%	8.3%
Contract Area 4/Lot 4	Average No. of Clients				Exit to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Dublin Central	4,474	3,668	5,612	13,754	827	384	262	1,473	18.5%	10.5%	4.7%	10.7%
Dublin North	4,377	3,505	5,435	13,317	582	265	155	1,002	13.3%	7.6%	2.9%	7.5%
Dublin South	4,752	3,867	5,073	13,693	641	335	162	1,138	13.5%	8.7%	3.2%	8.3%
Total	13,603	11,040	16,120	40,764	2,050	984	579	3,613	15.1%	8.9%	3.6%	8.9%

Table 7.2.b

Average number of Long term unemployed (LTU) Clients on the Live Register (LR) who were in receipt of Jobseeker's Benefit or Jobseeker's Allowance during the period November 2011 to October 2012, and the Exits to Employment for this cohort for each combined Contract Area/Lot

	Average No. of Clients				Exit to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
National Total	50,758	44,176	66,414	161,348	7,100	3,822	2,275	13,197	14.0%	8.7%	3.4%	8.2%
Contract Areas 1 and 4 (Lot 5)	Average No. of Clients				Exit to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Dublin Central	4,474	3,668	5,612	13,754	827	384	262	1,473	18.5%	10.5%	4.7%	10.7%
Dublin North	4,377	3,505	5,435	13,317	582	265	155	1,002	13.3%	7.6%	2.9%	7.5%
Dublin South	4,752	3,867	5,073	13,693	641	335	162	1,138	13.5%	8.7%	3.2%	8.3%
West	3,545	3,134	4,991	11,670	568	328	225	1,121	16.0%	10.5%	4.5%	9.6%
Midlands North	4,627	4,053	5,590	14,271	591	339	168	1,098	12.8%	8.4%	3.0%	7.7%
North East	3,758	3,384	4,882	12,024	514	284	176	974	13.7%	8.4%	3.6%	8.1%
North West	3,367	3,058	5,022	11,448	359	200	135	694	10.7%	6.5%	2.7%	6.1%
Total	28,901	24,669	36,605	90,176	4,082	2,135	1,283	7,500	14.1%	8.7%	3.5%	8.3%
Contract Areas 2 and 3 (Lot 6)	Average No. of Clients				Exit to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Mid West	3,714	3,354	5,258	12,326	524	307	173	1,004	14.1%	9.2%	3.3%	8.1%
South West	2,799	2,508	3,718	9,025	395	250	143	788	14.1%	10.0%	3.8%	8.7%
Midlands South	4,095	3,608	4,863	12,566	565	292	175	1,032	13.8%	8.1%	3.6%	8.2%
Cork Central	3,515	2,994	4,570	11,079	504	255	122	881	14.3%	8.5%	2.7%	8.0%
South East	4,089	3,750	6,579	14,418	476	285	179	940	11.6%	7.6%	2.7%	6.5%
Mid Leinster	3,645	3,293	4,821	11,758	554	298	200	1,052	15.2%	9.1%	4.1%	8.9%
Total	21,857	19,507	29,809	71,172	3,018	1,687	992	5,697	13.8%	8.6%	3.3%	8.0%

Table 7.3.a

Average number of Long term unemployed (LTU) Clients on the Live Register (LR) who worked part-time and who were signing for Jobseeker's Allowance during the period November 2012 to October 2013, and the Exits to Employment for this cohort for each individual Contract Area/Lot

	Average No. of Clients				Exits to Employment				% Exit to Employment Rates			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
National Total	11,821	8,411	11,998	32,230	2,624	1,440	1,369	5,433	22.2%	17.1%	11.4%	16.9%
Contract Area 1/Lot 1	Average No. of Clients				Exits to Employment				% Exit to Employment Rates			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
West	848	595	794	2,237	178	92	97	367	21.0%	15.5%	12.2%	16.4%
Midlands North	973	736	963	2,672	237	114	111	462	24.4%	15.5%	11.5%	17.3%
North East	1,018	683	988	2,689	191	99	102	392	18.8%	14.5%	10.3%	14.6%
North West	1,024	722	1,203	2,949	212	109	147	468	20.7%	15.1%	12.2%	15.9%
Total	3,863	2,736	3,948	10,547	818	414	457	1,689	21.2%	15.1%	11.6%	16.0%
Contract Area 2/Lot 2	Average No. of Clients				Exits to Employment				% Exit to Employment Rates			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Cork Central	794	601	852	2,248	240	124	115	479	30.2%	20.6%	13.5%	21.3%
South East	1,024	740	1,204	2,968	253	131	143	527	24.7%	17.7%	11.9%	17.8%
Mid Leinster	882	605	844	2,331	198	103	106	407	22.4%	17.0%	12.6%	17.5%
Total	2,700	1,947	2,899	7,546	691	358	364	1,413	25.6%	18.4%	12.6%	18.7%
Contract Area 3/Lot 3	Average No. of Clients				Exits to Employment				% Exit to Employment Rates			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Mid West	706	512	704	1,922	143	98	89	330	20.3%	19.1%	12.6%	17.2%
South West	901	672	1,031	2,603	237	140	117	494	26.3%	20.8%	11.4%	19.0%
Midlands South	1,140	794	976	2,910	203	146	105	454	17.8%	18.4%	10.8%	15.6%
Total	2,747	1,978	2,711	7,435	583	384	311	1,278	21.2%	19.4%	11.5%	17.2%
Contract Area 4/Lot 4	Average No. of Clients				Exits to Employment				% Exit to Employment Rates			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Dublin Central	888	605	893	2,386	221	97	84	402	24.9%	16.0%	9.4%	16.9%
Dublin North	790	569	786	2,144	137	92	53	282	17.3%	16.2%	6.7%	13.2%
Dublin South	834	577	761	2,172	174	95	100	369	20.9%	16.5%	13.1%	17.0%
Total	2,512	1,751	2,440	6,702	532	284	237	1,053	21.2%	16.2%	9.7%	15.7%

Table 7.3.b

Average number of Long term unemployed (LTU) Clients on the Live Register (LR) who worked part-time and who were signing for Jobseeker's Allowance during the period November 2012 to October 2013, and the Exits to Employment for this cohort for each combined Contract Area/Lot

	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
National Total	11,821	8,411	11,998	32,230	2,624	1,440	1,369	5,433	22.2%	17.1%	11.4%	16.9%
Combined Contract Areas 1 and 4 (Lot 5)	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Dublin Central	888	605	893	2,386	221	97	84	402	24.9%	16.0%	9.4%	16.9%
Dublin North	790	569	786	2,144	137	92	53	282	17.3%	16.2%	6.7%	13.2%
Dublin South	834	577	761	2,172	174	95	100	369	20.9%	16.5%	13.1%	17.0%
West	848	595	794	2,237	178	92	97	367	21.0%	15.5%	12.2%	16.4%
Midlands North	973	736	963	2,672	237	114	111	462	24.4%	15.5%	11.5%	17.3%
North East	1,018	683	988	2,689	191	99	102	392	18.8%	14.5%	10.3%	14.6%
North West	1,024	722	1,203	2,949	212	109	147	468	20.7%	15.1%	12.2%	15.9%
Total	6,375	4,487	6,387	17,249	1,350	698	694	2,742	21.2%	15.6%	10.9%	15.9%
Combined Contract Areas 2 and 3 (Lot 6)	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Mid West	706	512	704	1,922	143	98	89	330	20.3%	19.1%	12.6%	17.2%
South West	901	672	1,031	2,603	237	140	117	494	26.3%	20.8%	11.4%	19.0%
Midlands South	1,140	794	976	2,910	203	146	105	454	17.8%	18.4%	10.8%	15.6%
Cork Central	794	601	852	2,248	240	124	115	479	30.2%	20.6%	13.5%	21.3%
South East	1,024	740	1,204	2,968	253	131	143	527	24.7%	17.7%	11.9%	17.8%
Mid Leinster	882	605	844	2,331	198	103	106	407	22.4%	17.0%	12.6%	17.5%
Total	5,447	3,924	5,611	14,982	1,274	742	675	2,691	23.4%	18.9%	12.0%	18.0%

Table 7.4.a

Average number of Long term unemployed (LTU) Clients on the Live Register (LR) who worked part-time and who were signing for Jobseeker's Allowance during the period November 2011 to October 2012 and the Exits to Employment for this cohort for each individual Contract Area/Lot

	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
National Total	11,521	7,878	6,478	25,877	2,328	1,193	545	4,066	20.2%	15.1%	8.4%	15.7%

Contract Area 1/Lot 1	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
West	809	537	407	1,753	190	76	46	312	23.5%	14.2%	11.3%	17.8%
Midlands North	961	612	484	2,058	194	89	29	312	20.2%	14.5%	6.0%	15.2%
North East	924	661	495	2,081	167	98	43	308	18.1%	14.8%	8.7%	14.8%
North West	1,022	766	749	2,537	213	137	72	422	20.8%	17.9%	9.6%	16.6%
Total	3,717	2,576	2,136	8,429	764	400	190	1,354	20.6%	15.5%	8.9%	16.1%

Contract Area 2/Lot 2	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Cork Central	859	553	474	1,886	194	75	34	303	22.6%	13.6%	7.2%	16.1%
South East	1,046	754	692	2,492	193	118	39	350	18.5%	15.6%	5.6%	14.0%
Mid Leinster	843	567	444	1,854	219	110	58	387	26.0%	19.4%	13.1%	20.9%
Total	2,747	1,875	1,610	6,232	606	303	131	1,040	22.1%	16.2%	8.1%	16.7%

Contract Area 3/Lot 3	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Mid West	721	493	375	1,589	152	62	29	243	21.1%	12.6%	7.7%	15.3%
South West	916	653	548	2,118	213	107	47	367	23.2%	16.4%	8.6%	17.3%
Midlands South	1,033	698	490	2,220	191	97	51	339	18.5%	13.9%	10.4%	15.3%
Total	2,670	1,844	1,413	5,926	556	266	127	949	20.8%	14.4%	9.0%	16.0%

Contract Area 4/Lot 4	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Dublin Central	815	544	521	1,880	161	94	47	302	19.7%	17.3%	9.0%	16.1%
Dublin North	797	507	437	1,741	84	52	17	153	10.5%	10.2%	3.9%	8.8%
Dublin South	776	532	362	1,670	157	78	33	268	20.2%	14.7%	9.1%	16.1%
Total	2,388	1,584	1,320	5,291	402	224	97	723	16.8%	14.1%	7.4%	13.7%

Table 7.4.b

Average number of Long term unemployed (LTU) Clients on the Live Register (LR) who worked part-time and who were signing for Jobseeker's Allowance during the period November 2011 to October 2012, and the Exits to Employment for this cohort for each combined Contract Area/Lot

	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
National Total	11,521	7,878	6,478	25,877	2,328	1,193	545	4,066	20.2%	15.1%	8.4%	15.7%
Combined Contract Areas 1 and 4 (Lot 5)	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Dublin Central	815	544	521	1,880	161	94	47	302	19.7%	17.3%	9.0%	16.1%
Dublin North	797	507	437	1,741	84	52	17	153	10.5%	10.2%	3.9%	8.8%
Dublin South	776	532	362	1,670	157	78	33	268	20.2%	14.7%	9.1%	16.1%
West	809	537	407	1,753	190	76	46	312	23.5%	14.2%	11.3%	17.8%
Midlands North	961	612	484	2,058	194	89	29	312	20.2%	14.5%	6.0%	15.2%
North East	924	661	495	2,081	167	98	43	308	18.1%	14.8%	8.7%	14.8%
North West	1,022	766	749	2,537	213	137	72	422	20.8%	17.9%	9.6%	16.6%
Total	6,104	4,159	3,455	13,719	1,166	624	287	2,077	19.1%	15.0%	8.3%	15.1%
Combined Contract Areas 2 and 3 (Lot 6)	Average No. of Clients				Exits to Employment				% Exit to Employment Rate			
	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total	1-2 Yrs	2-3 Yrs	> 3 years	Total
Mid West	721	493	375	1,589	152	62	29	243	21.1%	12.6%	7.7%	15.3%
South West	916	653	548	2,118	213	107	47	367	23.2%	16.4%	8.6%	17.3%
Midlands South	1,033	698	490	2,220	191	97	51	339	18.5%	13.9%	10.4%	15.3%
Cork Central	859	553	474	1,886	194	75	34	303	22.6%	13.6%	7.2%	16.1%
South East	1,046	754	692	2,492	193	118	39	350	18.5%	15.6%	5.6%	14.0%
Mid Leinster	843	567	444	1,854	219	110	58	387	26.0%	19.4%	13.1%	20.9%
Total	5,417	3,719	3,023	12,158	1,162	569	258	1,989	21.5%	15.3%	8.5%	16.4%

Appendix 8: Tenderer's Statement

Tenderers shall complete and return the following form of Tenderer's Statement printed on the Tenderer's headed notepaper and signed by the Tenderer.

TENDERER'S STATEMENT

To: The Minister for Social Protection

Re: Request for Tenders for the provision of Employment Services ("JobPath")

Having examined your Request for Tenders (RFT) including the Instructions to Tenderers, Qualification and Award Criteria, Requirements and Specifications, Contractual Terms and Conditions, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in the Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Contractual Terms and Conditions as set out in Appendix 9 to the RFT.
3. We accept all the Qualification and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We confirm that we have complied with all instruction to Tenderers and in particular those requirements as set out at Part 2 of the RFT.
6. We confirm that all prices quoted in our Tender will remain valid for three hundred (300) days commencing from the closing date for the receipt of Tenders.
7. We confirm that we will comply with the Service Guarantee and meet the service delivery requirements as set out in Appendix 1 of the RFT.

8. We confirm that we will comply with the Data Protection requirements set out in Appendix 13 of the RFT.

9. We confirm that if we avail of the 'JobBridge' Scheme or any Irish State funded employment incentive scheme e.g. Employer Job Incentive Scheme ("Scheme") at all times during the Terms of the Contract, then we will comply with all terms and condition of the Scheme/s. We understand that failure to comply with the terms and conditions of any Scheme may amount to a breach of a provision of the Service Contract.

10. We acknowledge that the RFT does not constitute an offer to enter into a contract and neither this document nor any of the information set out therein should be regarded as a commitment or representation on the part of the Contracting Authority or any other person to enter into a contractual arrangement. No commitment of any kind, contractual or otherwise, shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. The Contracting Authority may, at its absolute discretion, cancel this public procurement competition at any time prior to a formal written contract being executed by and on behalf of the Contracting Authority.

<p>SIGNED</p> <p>(Authorised Signatory)</p>	<p>Company</p>
<p>Print name</p>	<p>Address</p>
<p>Date</p>	

Appendix 9: Contractual Terms and Conditions

1. Service Contract

- 1.1 Detailed contractual arrangements are not within the scope of this document. However, the following terms and conditions will apply to the provision of the Services. Please note that other requirements are detailed elsewhere in this RFT and are in addition to the terms and conditions specified below. The successful Tenderer will be required to enter into a written Service Contract with the Contracting Authority (“Contract” or “Service Contract”). The Contracting Authority will draft and specify the form of the Contract.
- 1.2 The following will form part of the Contract:
- this RFT;
 - the successful Tenderer’s Tender;
 - clarifications and responses to queries raised on the foregoing documents; and
 - The final terms and conditions agreed between the parties to the Contract.
- 1.3 NO COMMITMENT OF ANY KIND, CONTRACTUAL OR OTHERWISE WILL EXIST UNLESS AND UNTIL A FORMAL WRITTEN CONTRACT HAS BEEN EXECUTED BY OR ON BEHALF OF THE CONTRACTING AUTHORITY.

2. Necessary Consents

- 2.1 The successful Tenderer will be responsible for identifying, obtaining, maintaining and complying with all necessary consents including but not being limited to authorisations, licences, permits, permissions (including planning permission), approvals, certificates, exemptions, certifications, filings, registrations and all other matters official or otherwise which are required in the provision of the Services (“Necessary Consents”).
- 2.2 In the event that any Necessary Consents are revoked or suspended by any person, the Contracting Authority may suspend the Contract from the date of

the revocation or suspension. In the event that any such Necessary Consent is not reinstated within 30 days from the date of suspension or revocation the Minister may by notice in writing terminate the Contract with immediate effect.

3. Payment of Fees

Payment for the Services will be made in accordance with Section 10 of Appendix 1.

4. Jurisdiction

Any contract entered into as a result of this competition shall be governed by and construed in accordance with the laws of Ireland and be subject to the exclusive jurisdiction of the courts of Ireland.

5 Indemnity

5.1 The Successful Tenderer shall be liable for and indemnify the Contracting Authority in respect of any losses, claims, actions, costs, expenses, claims, damages, demands and any other liabilities howsoever arising which the Contracting Authority may suffer due to or arising directly as a result of the breach of contract, negligence, act or omission, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the successful Tenderer.

5.2 Neither the Contracting Authority nor the Successful Tenderer shall be liable in respect of consequential or indirect loss or damage (including but not limited to loss of profit, loss of use, loss of production, loss of business, to the extent same constitutes indirect or consequential loss or damage) suffered by the other.

6 Warranties

The successful Tenderer will be required to warrant to the Contracting Authority, inter alia, that it will provide the Services diligently, in good time and with all necessary resources.

7 Assignment and Subcontracting

- 7.1 The successful Tenderer shall not assign, sub-contract or transfer any part of the Services or contract without the Contracting Authority's prior written consent.
- 7.2 The Contracting Authority may enter into such contracts directly with Subcontractors where it deems it necessary and on the terms it deems appropriate.

8 Compliance with Law

- 8.1 The successful Tenderer shall comply with all applicable laws in the provision of the Services. It shall be a matter for the successful Tenderer to ensure that it is cognisant of all compliance obligations in this respect.

9 Termination of Contract

- 9.1 The Contracting Authority shall have the right to terminate the contract at any time following six (6) months' notice in writing.
- 9.2 The Contracting Authority shall have the right to terminate the Services under one Contract Area upon six (6) months' notice in writing. The contractual obligations under the Service Contract of the Contract Area not so terminated under this clause shall continue, unless terminated in accordance with the Service Contract, in full force and effect for the remainder of the Term.
- 9.3 The Contracting Authority shall be entitled to terminate the Contract immediately at any time, without penalty, upon notice in writing to the Successful Tenderer in the event of:

(i) the Successful Tenderer committing any serious breach or series of breaches of any provision of any Service Contract awarded on foot of this RFT and failing to remedy such breach (es) to the reasonable satisfaction of the Contracting Authority, (if the breach (es) are capable of remedy), within 30 (thirty) days after the receipt of a request in writing from the Contracting Authority; and / or,

(ii) the successful Tenderer becoming insolvent or bankrupt or having a receiving order or administration order made against it or any event having similar effect or compound with its creditors or, being a corporation, commencing to be wound up not being a members' voluntary winding up for the purpose of reconstruction or amalgamation, or carrying on its business under an administrator or administrative receiver for the benefit of its creditors or any of them and no other person body corporate or otherwise deemed satisfactory to the Contracting Authority assuming the rights obligations and duties of the successful Tenderer.

9.4 The successful Tenderer shall have the right to terminate the Contract at any time following twelve (12) months' notice in writing.

9.5 Upon termination of the contract, for whatever reason, the successful Tenderer shall return immediately to the Contracting Authority or such person(s) as may be identified by the Contracting Authority, all items and documentation received from the Contracting Authority relating to the provision of the Services including data storage equipment, electronic equipment, portable storage devices, equipment, reports (or any part or parts thereof), property, charts, confidential information, any other documents (in whatever medium) held by the successful Tenderer, relating to the provision of the Services which may have been furnished to the successful Tenderer by the Contracting Authority; or at the written direction of the Contracting Authority to return or destroy if required all of the confidential information relating to the Service Contract or the Services provided therein.

10 Graduated Dispute Resolution

The successful Tenderer shall take part in agreed complaint management, resolution and escalation procedures to address issues that arise in a timely fashion in cooperation with the Contracting Authority's representative.

11 Confidential information

- 11.1 The successful Tenderer, shall comply with all directions of the Contracting Authority with regard to the use and application of all confidential information that may come into its possession during the term of the Service Contract. The successful Tenderer shall comply with the Confidentiality Agreement.
- 11.2 All of the successful Tenderer's personnel, who provide the Services, may be required, at the discretion of the Contracting Authority, to sign a confidentiality agreement in a form as determined by the Contracting Authority.

12. Compliance with Policies

The successful Tenderer shall comply with all policies and/or guidelines relating to the provision of the Services, including but not being limited to complying with policies and/or protocols on employment law, official language, and health and safety regulations as deemed reasonably necessary, from time to time, by the Contracting Authority and / or person having control over and/or responsibility for any place(s) including but not being limited to other premises in or from which the Services are provided.

13. Employment Law

- 13.1 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by

European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and to indemnify the Minister for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

- 13.2 The successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of providing the Services.
- 13.3 The successful Tenderer shall comply with all statutory terms and conditions relating to the employment of people in Ireland and shall utilise the State's industrial relations procedures (Labour Relations Commission and/or the Labour Court) for the purpose of dispute resolution.
- 13.4 The successful Tenderer will ensure that no less than 10% of employees recruited to administer, assist in or deliver the Services shall be "Relevant Workers". For the purpose of this paragraph a "Relevant Worker" is a person who in the period immediately prior to their recruitment had been registered on a national unemployment register within the EU or EEA for a continuous period of at least 12 months.

14. Status of Parties

The successful Tenderer shall be an independent contractor and not the employee of the Contracting Authority. Neither party shall have any authority to bind or commit the other. Unless otherwise provided, nothing in the Service Contract shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the successful Tenderer shall not hold themselves out to be (and shall not be held out by the successful Tenderer as being) servants or agents of the contracting Authority for any purposes whatsoever.

15. Non-Exclusivity

The Contracting Authority shall not be precluded from purchasing services (or Services or elements thereof) from a third party at any time during the Term of the Service Contract.

16. Step-in Rights

If at any time any material obligation of the successful Tenderer under the contract is not performed, the Minister will be entitled, after giving reasonable notice in writing (having regard to the nature of the obligation which is not performed), to engage any personnel, provide services, take remedial action and/or to provide and install any equipment which in the opinion of the Minister may be necessary to secure the performance of the relevant obligations. The Minister may recover the costs and expenses of exercising all such rights from the successful Tenderer as a civil debt in any court of competent jurisdiction which rights are without prejudice to any other remedies available to the Minister under the contract or at law.

17. Exit Plan

- 17.1 In the event that a different organisation/body is required to take on the Services (or any part thereof) at the expiry or termination of the contract for whatever reason, the successful Tenderer shall enter into an exit plan and cooperate fully with the Contracting Authority and any other party in the transfer of arrangements as may be notified to him by the Contracting Authority. The successful Tenderer shall exit the Contract in an orderly fashion.
- 17.2 The transfer of the provision of the Services (or any part thereof) shall be arranged between the Contracting Authority and the successful Tenderer so as to reduce to a minimum any interruption in the provision of the Services.

18. Intellectual Property

- 18.1 Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service

marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off and all pending application for and registration of patents, trademarks, service marks and copyrights, together with all connect and similar or analogous rights in any country or jurisdiction for the full term thereof.

- 18.2 Pre-existing IPR means all IPR existing prior to the execution date of this Service Contract and all IPR in any materials, acquired or developed by or for the successful Tenderer or Contracting Authority independently of this Service Contract and any IPR in the successful Tenderer's standard hardware and software products or modifications or updates to such products.
- 18.3 All IPR and interest in all reports, data manuals and/or other material (including without limitation all and any audio or visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this delivery of the Services (collectively "the Materials") (or any part of parts thereof) shall vest in the Contracting Authority.
- 18.4 The Contracting Authority will grant to the successful Tenderer a royalty-free non-exclusive licence to use the Contracting Authority's pre-existing IPR for the term of the Service Contract to the extent necessary to enable the successful Tenderer to fulfil its obligations under the Service Contract. Save as expressly set out in this clause all pre-existing IPR shall remain the sole property of the party who owned, acquired or developed such IPR.
- 18.5 The successful Tenderer shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of the Service Contract.

18.6 Nothing in the Service Contract shall prohibit or be deemed to prohibit the successful Tenderer from providing services similar to the Services to any party other than the Contracting Authority.

19. Key Personnel

19.1 The Successful Tenderer shall ensure that all key personnel as required by paragraph 3.2B 2 of Part II of the RFT as specified in the Tender, will be assigned by it to discharge the obligations under the Service Contract and shall be available for the Term of the Service Contract (“Key Personnel”). The key personnel are essential to the proper provision of the Services to the Contracting Authority. In the event that any of the key personnel assigned by the successful Tenderer to provide the Services under the Service Contract become unable to provide the Services, for whatever reason then the successful Tenderer shall immediately notify the Contracting Authority in writing of the inability of any of the key personnel to discharge their obligations and replace that person with a person of equivalent experience and expertise (“Replacement Personnel”). The successful Tenderer shall provide to the Contracting Authority such details as the Contracting Authority may require in writing regarding any Replacement Personnel. The Contracting Authority shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

20 Non Solicitation

For the Term of the contract and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Department nor the successful Tenderer shall employ or offer employment to any of the other party’s Key Personnel without that other party’s prior written consent.

21 Inspection of Premises

The Department or its authorised representative may inspect the successful Tenderer’s premises, lands and facilities (or such part or parts thereof relating solely to the discharge of the obligations under the contract) with due access to relevant

personnel and records upon reasonable notice in writing to ensure compliance with the terms of the contract. The successful Tenderer shall comply with all reasonable directions of the Department thereby arising. The cost of inspection shall be borne by the Department.

Appendix 10: Confidentiality Agreement

THIS AGREEMENT is made on the **XX** day of **XXX** **201X**

BETWEEN

The Minister for Social Protection of Áras Mhic Diarmada, Store Street, Dublin 1 (hereinafter "the Minister") of the one part and _____ of

(Hereinafter called "the Contractor") of the other part.

WHEREAS

- A. The Minister and the Contractor have on _____ entered into a contract for the supply by the Contractor to the Minister of employment services ("the Contract").
- B. For the purposes of the Contract certain confidential information ("**Confidential Information**") as defined at clause 2 of this Agreement) will be furnished to the Contractor. The Confidential Information is confidential to the Minister.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Minister) as follows:

- 1. The Contractor acknowledges that Confidential Information may be provided to him by the Minister and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Minister all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the provision of services under the Contract and or relating to the Minister and all and any information supplied or made available to the Contractor (to include agents, subcontractors, clients, customers and suppliers) for the purposes of the Contract; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. Save as may be required by law or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:
 - 3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
 - 3.2 not, without the Minister's prior written consent, to communicate or disclose any part of such Confidential Information to any person except
 - (i) to those employees, agents, subcontractors and other suppliers on a need to know basis; and/or
 - (ii) to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Minister; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

4. The obligations in this Agreement will not apply to any Confidential Information:
 - (i) in the Contractor's possession (with full right to disclose) before receiving it from the Minister; or
 - (ii) which is or becomes public knowledge other than by breach of this Clause; or
 - (iii) is independently developed by the Contractor without access to or use of the Confidential Information; or
 - (iv) is lawfully received from a third party (with full right to disclose).

5. The Contractor undertakes:
 - 5.1 to comply with all directions of the Minister with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts 1988 and 2003);
 - 5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Minister including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Minister including by police authorities;
 - 5.3 upon termination of the Contract for whatever reason to furnish to the Minister, all Confidential Information or at the written direction of the Minister to destroy in a secure manner all (or such part or parts thereof as may be identified by the Minister) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish

a certificate to that effect should the Minister so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not; and

- 5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:-
 - (i) Data Protection Acts 1988 and 2003 and
 - (ii) all EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.
6. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Minister and the Contractor so acknowledges and confirms.
7. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the Minister’s databases, data or ICT system(s) as may be necessary for the purposes of the Contract (and obligations thereunder) and only as directed by the Minister.
8. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Contract or termination of the Contract for any reason.
9. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

SIGNED for and on _____

SIGNED for and on _____

Behalf of the Minister

behalf of the Contractor

(Being a duly authorised officer)

Witness _____

Witness _____

Appendix 11: Labour Market Context and Economic Forecasts

Economic and Labour Market Context⁴

For 2013 as a whole, GDP is now expected to expand by 0.2 per cent, with a small negative contribution from net exports offset by a positive contribution from domestic demand (including stock-building); this forecast takes account of the relatively weak outturn in the early part of the year and the assumption of a recovery in the period since then. However, current forecasts for 2013 are likely to be revised upwards in the light of more recent employment figures (see below) which have been better than anticipated.

Current prospects are for an acceleration in the pace of economic growth in Ireland next year, with GDP forecast to increase by 2.0 per cent. The contribution from domestic demand is expected to strengthen, which is encouraging. On the assumption of a pick-up in trading partner growth, exports are set to increase once again, although the potential for further reductions in “pharma-chem” output presents a notable risk to this projection.

Ireland suffered a major employment shock in the recession that followed the financial crisis of 2008. In the period 2008 – 2012 employment levels fell by about 340,000, or sixteen per cent (16%), from just under 2.2m to just over 1.8m. This led to an increase in unemployment levels of over 220,000 from 107,000 to a peak of about 328,000 – a threefold increase. The overall unemployment rate increased from less than five per cent to about fifteen per cent.

After a number of very difficult years, a recovery in the labour market is now clearly taking hold. For instance, data from the quarterly national household survey (QNHS) show that annual employment growth averaged 3.2% in Q3 (58,000) of this year. Encouragingly this reflected an increase in both full-time and part-time employment and was broad-based across the majority of sectors in the economy.

Available indicators point to continued employment growth in the period since the second quarter, so that employment growth of one point six per cent (1.6%) is now projected for 2013 as a whole. Given the assumed path for domestic demand –

⁴ Source: Economic and Fiscal Outlook 2014, Department of Finance.

which is more jobs-rich than externally-driven growth – employment growth of one point five per cent (1.5%) is now projected for next year, with further increases in employment projected over the forecast horizon. However, the 2013-2014 forecasts are likely to be underestimates given that they were made prior to the most recent release of labour market data from the QNHS.

Unemployment has continued to fall over the course of this year, with a survey-based rate of 12.8 per cent in Q3 down from 13.6% in Q2. The prospects for the next few years are for a continuation of the recent fall in unemployment. For this year as a whole, the unemployment rate is forecast to average 13.5 per cent. With continued employment growth in prospect, a further decline in the unemployment rate to an average of around 12.4 per cent is envisaged for next year. However, historical experience demonstrates that an increase in labour supply – through the migration and participation rate channels – tends to accompany employment improvements in Ireland. As a result, even with employment growth over the forecast horizon, the unemployment rate is unlikely to fall very rapidly. The baseline scenario therefore is one in which the unemployment rate reaches around 11½ per cent by the mid-part of this decade; however, there is some upside potential to the labour market outlook stemming from the measures introduced as part of the Action Plan for Jobs 2013 and the Pathways to Work initiatives, which may have a larger-than-assumed impact on employment levels (and consequently on unemployment) over the short and medium-term. Overall, the Department of Finance is projecting that the unemployment rate will fall from an average of 13.5% in 2013 to 11.4% in 2016. Again, however, these forecasts pre-date better than expected data from the QNHS. Further information on the economy and the labour market context in Ireland can be found at the following links:

Department of Finance Economic and Fiscal Outlook:

<http://budget.gov.ie/Budgets/2014/Documents/Economic%20and%20Fiscal%20Outlook%202014.pdf>

Central Bank of Ireland Quarterly Bulletin:

<http://www.centralbank.ie/publications/Documents/Quarterly%20Bulletin%20Q4%202013.pdf>

ESRI Quarterly Economic Commentary:

http://www.esri.ie/irish_economy/quarterly_economic_commen/latest_quarterly_economic/

CSO Quarterly National Household Survey (QNHS) Quarter 3:

http://www.cso.ie/en/media/csoie/releasespublications/documents/labourmarket/2013/qnhs_q32013.pdf

Appendix 12: Overview of the Department's current IT Environment

1. Department's IT Infrastructure and Development Environment

- 1.1 The Department is a major user of Information Technology for the provision of Client services and internal administration. Most of the schemes administered by the Department are computerised and staff typically conduct daily business using computer facilities. The systems that support the delivery of the Department's services have been custom built. A number of software packages have also been purchased to support functions such as accounts, payroll and human resource management.
- 1.2 The Department has now standardised on Microsoft software (operating systems and development tools) for future developments.
- 1.3 Systems recently developed in the Department are based on the Microsoft Windows 2008 operating system. Microsoft SQL Server databases are generally used, with some reliance on Oracle RDB in older systems. The main programming language used is Visual Basic.Net, with some Java and C code. Systems are built using an agile approach on the Naked Objects object-oriented framework.
- 1.4 The common platform for the other production systems is OpenVMS running on HP VAX and Alpha processors. The online transaction processing system (OLTP) is HP's ACMS. Screen handling is managed using HP DECForms and the main programming language is COBOL. Oracle RDB and RMS are the main database products.
- 1.5 The Department uses PMDF (an SMTP compliant mail backbone) for mail transmission.
- 1.6 The Department's data network consists of a core Dublin-based Gigabit Ethernet Metropolitan Area Network (MAN) linking 6 offices together via "dark" fibre. All other WAN offices connect back to the Dublin MAN. These offices are migrating from a point-point leased line network to a data VPN.

- 1.7 The MAN supports all existing protocols [including DEC proprietary protocols]. The WAN supports only TCP/IP. SNMP is used for network management.
- 1.8 The Department has deployed Active Directory.

2. Service Delivery Modernisation

2.1 The Department is engaged in a continuous Service Delivery Modernisation (SDM) programme, which is delivering a high quality, proactive service to Clients. The programme is designed to:

- Respond to Client expectations for a more modern and efficient service;
- Give priority to better Client service;
- Facilitate the meeting of commitments to provide electronic access to public services in the Government's Modernisation Action Plan for the Information Society;
- Facilitate the integration of public services;
- Provide for improved efficiency and give better value for money in the use of resources;
- Improve the working environment for staff.

2.2 Further details on the SDM programme, and the projects undertaken as part of the programme, are available on the Department's website at:

<http://www.welfare.ie/en/Pages/Service-Delivery-Modernisation-SDM-Programme.aspx>

3. PARP (Payment and Agency Reconciliation Platform)

3.1 PARP was set up to control and manage the Department's payments and external Agency Accounts with an automated and integrated reconciliation system. This resulted in the introduction of a single totally integrated reconciliation solution to reconcile the payments issued by the Department's payment issuing systems with the encashments of those payments at the

encashment agencies – An Post and Bank of Ireland (BOI) and the associated bank/agency accounts. PARP performs transaction matching, account reconciliation, bank reconciliation, exception management and mismatch reporting as well as the user interface to stop, cancel and manage payment exceptions.

4. Oracle Financials

4.1 The financial system used by the Department is Oracle Financials, version 11.5.10.2 on database version 10.2.0.2.0 running on Operating System Windows 2003 Standard Edition Service Pack 2. The Department will be upgrading to Windows Server 2008 in the relatively near future.

5. Naked Objects Architecture (NOA)

5.1 The Department has implemented a Naked Object Architecture (NOA) through which it expects to significantly increase its organisational agility in terms of its ability to cope with change both at macro and micro levels i.e. its ability to adopt new schemes in accordance with Government policy and its ability to change and adapt existing schemes and applications. Organisational agility includes strategic, technical and operational agility.

5.2 The Business Object Model is implemented using NOA principles. Everything relating to the business is represented by an “object” (e.g. Client/customer). A class definition identifies the information associated with it (e.g. name, address) along with the functions and operations that apply to it (e.g. adding a new scheme for a Client).

5.3 Users interact directly with these core business objects. The Department believes that this approach not only results in a more natural user interface, but it is also critical to the achievement of the micro-level agility referred to above.

5.4 The Department has implemented the Naked Object Architecture in a modern, multi-tiered, Client/server architecture, which achieves the clean separation of the front-end, business logic and data layers. Further information on Naked Objects is available at <http://nakedobjects.codeplex.com>.

6. Document, Record and Information Management (DRIM) Programme

6.1 As part of the Service Delivery Modernisation initiative, the Department has established a Document, Record and Information Management (DRIM) programme, the aim of which is to develop a comprehensive and cohesive document, records and information management solution, to support the Department in managing the business of the organisation and in the administration of schemes and services supported by modern technology. The capability to manage information strategically and to process documents, records and information quickly and successfully is critical to the Department's overall efficiency and effectiveness.

6.2 Under the DRIM programme, the Department has:

- Developed a taxonomy for the classification of information;
- Developed a strategic corporate portal (intranet) based on Microsoft SharePoint which serves as a single point of access for staff to business information, tools, systems and services;
- Implemented digital document projects to improve the document processing lifecycle by providing staff with electronic access to client papers and providing systems with data for processing which has been extracted from Client documents using forms recognition software.

Appendix 13: Data Protection

1. General

- 1.1 Personal Client privacy is of the utmost importance to the Department and to our Clients. The information that the Contracting Authority may pass to the successful Tenderer will include Personal Data and may include sensitive Personal Data, as defined in the Data Protection Acts 1998 and 2003.
- 1.2 The successful Tenderer (including any entity that provides the Services) must register with the Office of the Data Protection Commissioner for Ireland.
- 1.3 All contracts that a successful Tenderer may enter into in respect of its obligations under the services contract which involve the processing of Personal Data must be in writing and reflect, at a minimum, the data protection requirements as set out in the services contract between the Minister and the successful Tenderer.
- 1.4 All processing of Personal Data by a third party or subcontractors is permitted only where there exists a written agreement between the Prime Contractor and the subcontractor which reflects, at a minimum, the data protection requirements as set out in the services contract between the Minister and the successful Tenderer.

2. Personal Data Plan

- 2.1 Tenderers must set out in a clear, comprehensive and detailed manner their proposed methodologies/arrangements for ensuring the security of Personal Data at all times (“Personal Data Plan”). The Personal Data Plan must address the requirements and issues set out in this Appendix 13.
- 2.2 Tenderers must provide a robust end-to-end data protection regime in relation to the discharge of its obligations. Tenderers must detail their approach to securing Personal Data in line with best industry practice, relevant legislation including the Data Protection Acts 1998 and 2003 and the guidance as issued by the Data Protection Commissioner of Ireland. Compliance with international

standards such as ISO 27001 or equivalent and ISO 27002 or equivalent is desirable.

- 2.3 Successful Tenderers must monitor the discharge of their data protection obligations by way of regular reviews and, where necessary, amend the Data Protection Plan and complete any appropriate technical/ process/ management changes as soon as practicable.

3. Data Protection Audit

- 3.1 The successful Tenderer must furnish a comprehensive and detailed data protection audit to the Minister within thirteen (13) weeks of the execution of the services contract (“Initial Audit”). The purpose of the Initial Audit is to audit and verify the successful Tenderer’s Data Protection arrangements that it proposes to have in place for the Service Contract. No Personal Data will be passed to the successful Tenderer until the audit has been submitted and approved by the Minister.
- 3.2 The Minister, or their representative, reserves the right to conduct data protection audits of the successful Tenderer, at any time, in relation to the obligations under the services contract. For the avoidance of doubt the Minister, or their representative may also audit subcontractors.
- 3.3 Notwithstanding the Initial Audit, the successful Tenderer must conduct a comprehensive personal data audit within twelve (12) months of each anniversary of the execution of the Service Contract (“Annual Audit”). The Annual Audit shall address such issues as may be determined by the Minister from time to time. The Annual Audit must also specifically address Data Protection matters as they relate to subcontractors.

4. Security of Personal Data

- 4.1 The successful Tenderer shall not, nor permit any party, to process (including holding, transferring or store) any Personal Data, outside of Ireland. If the successful Tenderer wants to process the Personal Data in a territory or state outside of the European Economic Area (“EEA”) then it must do so only in

accordance with the law and the Minister must consent to such processing. The Contracting Authority may approve or refuse consent to all such transfers and can attach such conditions as it may determine from time to time including the mandatory use of the EU Commission's approved contracts for the transfer of Personal Data outside of the EEA.

- 4.2 The successful Tenderer must take measures to ensure that the privacy, security and the integrity of Personal Data is fully protected.
- 4.3 The successful Tenderer must ensure the protection of Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, access, alteration or disclosure on their own part or on the part of any third party.
- 4.4 Only in exceptional circumstances and where necessary, will the successful Tenderer use portable or temporary data storage devices to store Personal Data and in all cases, the data shall be encrypted and kept secure. The Personal Data shall be so stored only for the duration of the exceptional circumstance and when passed, the successful Tenderer shall delete the Personal Data from the temporary or permanent storage.
- 4.5 The successful Tenderer shall put in place all necessary controls, authorisations, physical processes and management arrangements including access restrictions to ensure that PCs, terminals at outlets, memory and peripherals are secure and protected against unlawful access or alteration.
- 4.6 The successful Tenderer shall prepare and maintain an agreed protocol with the Minister for the management of file processing and data processing arrangements relating to its obligations under the Service Contract.
- 4.7 The successful Tenderer shall implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. The measures shall be appropriate to the risk or harm which might result from any unauthorised or unlawful processing, accidental

loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.

5. Accessing and Managing Personal Data

- 5.1 The successful Tenderer must comply with all and any requirements as to the management of Personal Data, as may be specified by the Minister from time to time, and assist the Minister in processing the Personal Data only in accordance with instructions from the Minister, which may be specific instructions or instructions of a general nature as set out in accordance with the Services Contract or as otherwise notified by the Minister to a successful Tenderer during the Term of the Services Contract.
- 5.2 The successful Tenderer must ensure that all personnel required to access or process the Personal Data are suitably trained and informed of the confidential nature of the Personal Data and all staff comply with the obligations set out in the Service Contract and the law.
- 5.3 The successful Tenderer must ensure the integrity and reliability of staff with access to Client Personal Data and ensure such information is kept confidential and shall not be disclosed, published or divulged inappropriately.
- 5.4 The successful Tenderer must ensure that there is an audit trail in relation to the processing of Personal Data.
- 5.5 The successful Tenderer must indicate where any entity will provide the Services or third party will be involved in the end-to-end data processing and set out how the entity/third party will meet their Data Protection obligations in accordance with this RFT.

6. Indemnity

- 6.1 The successful Tenderer shall indemnify and keep indemnified the Minister in full from and against all claims, proceedings, actions, damages, losses, penalties, fines, levies, costs, expenses and all loss of profits, business revenue or goodwill, whether direct or indirect and all consequential or indirect loss howsoever arising out of, in respect of or in connection with any breach by

the successful Tenderer with Data Protection requirements under the Service Contract.

7. Investigation of Complaints

7.1 The successful Tenderer shall be obliged to cooperate and assist in the investigation of any complaint made or examine relevant records on foot of any request legally made in relation to data breaches.

Appendix 14: Accessing Other Employment Supports from JobPath

This table sets out various employment supports and whether or not these supports are open to JobPath Clients. The Department reserves the right to amend this table at its sole discretion. This table is for guidance only and is not a definitive statement of policy regarding any of the supports listed.

Support Title	Accessible from JobPath	Notes
Education, Training and Development (ET&D) Option	Yes	If approved by the JobPath Personal Advisor (within the context of an agreed PPP) the JobPath Client may apply for ET&D. If approved 'stop the clock' (see below) rules apply.
Part-Time Education Option (PTEO)	Yes	If approved by the JobPath Personal Advisor (within the context of an agreed PPP) the JobPath Client may apply for PTEO. If approved 'stop the clock' (see below) rules apply.
Back to Education Allowance (BTEA)	Yes	If approved by the JobPath Personal Advisor (within the context of an agreed PPP) the JobPath Client may apply for BTEA. In some cases Clients may withdraw from JobPath.
Part Time Job Incentive Scheme (PTJIS)	Yes	Jobseeker Clients on this scheme will not be referred to JobPath. No payment will be made to Providers if a JobPath Client goes on PTJIS.

Back to Work Enterprise Allowance (Self Employed) (BTWEA) :: Back to Work Allowance (BTWA)	Yes	Jobseeker Clients on this scheme will not be referred. No payment will be made to Providers if a JobPath Client goes on BTWEA or BTWA.
Short-Term Enterprise Allowance (STEA)	Yes	Jobseeker Clients on this scheme will not be referred to JobPath. No payment will be made to Providers if a JobPath Client goes on STEA.
Job Initiative (JI)	No	Jobseeker Clients on this scheme will not be referred to JobPath.
Supported Employment Programme	Yes	Jobseeker Clients on this scheme will not be referred to JobPath. No payment will be made to Providers if a JobPath Client goes on Supported Employment Programme.
JobBridge, National Internship Scheme	Yes	May be subject to conditionality.
Community Employment (CE) Programme	No	Jobseeker Clients on this scheme are unlikely to be referred to JobPath.
MOMENTUM	Yes.	May be subject to conditionality.

Tús - Community Work Placement	No	Jobseeker Clients on this scheme are unlikely to be referred to JobPath.
Rural Social Scheme (RSS)	No	Jobseeker Clients on this scheme are unlikely to be referred to JobPath.
Gateway	No	Jobseeker Clients on this scheme are unlikely to be referred to JobPath.

N.B. “Stop the Clock” rule applies where a Client undertakes a programme or programmes of training and/or further education and/or work experience and where such a programme lasts for a minimum duration of four (4) weeks. The Engagement Period with the successful Tenderer will be extended for a period equivalent to the duration of the programme(s) subject to an aggregate extension limit of twenty six (26) weeks across all programmes undertaken by any one Client.

Appendix 15: Glossary of Terms

Contract Areas	Successful Tenderers will be offered contracts to deliver in specific areas. Contract Area (CA) is the term used to describe the geographic area.
Client	The person selected by the Contracting Authority to participate on JobPath.
Intreo Centre	<p>Intreo is a new service from the Department of Social Protection. Intreo Centres are single points of contact for all employment and income supports.</p> <p>Intreo Centres offer practical, tailored employment services and supports for jobseekers and employers alike. Intreo was formally launched in the Intreo Centre Sligo on the 15th October 2012 and is being rolled out to additional locations.</p> <p>A current list of Intreo Centres is available on www.welfare.ie.</p>
Jobseekers Benefit (JB)	<p>Persons aged 18 or over and unemployed, may be paid either Jobseeker's Allowance (JA) or Jobseeker's Benefit (JB). Both payments are paid by the Department.</p> <p>Jobseeker's Benefit is a weekly payment from the Department to people who are out of work and are covered by social insurance (PRSI).</p> <p>Jobseeker's Benefit used to be called Unemployment Benefit (the name of the payment changed in 2006). If a Jobseeker doesn't qualify for Jobseeker's Benefit they may qualify for Jobseeker's Allowance. Jobseekers must be unemployed to get Jobseeker's Benefit and must also be capable of, available for, and genuinely seeking work to qualify for Jobseeker's Benefit – and must be able to show evidence of this to the Department.</p>

<p>Jobseekers Allowance (JA)</p>	<p>Jobseeker's Allowance used to be called Unemployment Assistance (the name of the payment changed in October 2006).</p> <p>Jobseekers may get Jobseeker's Allowance if they don't qualify for Jobseeker's Benefit or if they have used up their entitlement to Jobseeker's Benefit.</p> <p>In some cases, if they are only entitled to a reduced rate of Jobseeker's Benefit they may be better off on Jobseeker's Allowance. However, Jobseeker's Allowance is means-tested and their means must be below a certain level to qualify.</p> <p>Jobseeker's must be unemployed to get Jobseeker's Allowance and must also be capable of, available for, and genuinely seeking work to qualify for Jobseeker's Allowance – and must be able to show evidence of this to the Department of Social Protection. However, they may get a proportion of Jobseeker's Allowance if their days at work are reduced or if they can only get part-time or casual work.</p>
<p>Quarterly National Household Survey (QNHS)</p>	<p>The Quarterly National Household Survey (QNHS) is a large-scale, nationwide survey of households in Ireland. It is designed to produce quarterly labour force estimates that include the official measure of employment and unemployment in the state (ILO basis). The survey began in September 1997, replacing the annual Labour Force Survey (LFS). The survey is conducted by the Central Statistics Office (CSO) Ireland's national statistical office.</p>
<p>Personal Progression Plan (PPP)</p>	<p>This is the plan developed by the Personal Advisor with the client, whose aim is to provide a clear route/plan for the client to enter/re-enter employment.</p>

Protocol for Supply Chain Relationships

Values

Tenderers are free to propose a JobPath service delivery model that involves a contractual relationship between a Prime Contractor and subcontractor(s). This “supply chain” approach requires Prime Contractors to build and develop relationships between themselves and Subcontractor(s) that will deliver appropriate and timely support for Clients.

The following are key values and behaviours that should be applied when developing supply chains.

- Prime Contractors should ensure transparency, non-discrimination, equal treatment, good communication links and accountability in relationships between Prime and Subcontractor(s).
- Prime Contractors should operate with respect and fairness at all times.
- Prime Contractors should support supply chain development by encouraging the sharing of good practice at all times.
- Prime Contractors should create transparency at all times.
- Prime Contractors should act with integrity at all times by ensuring that monitoring requirements and management information should not be overly bureaucratic and should be consistent, proportionate, clearly specified and agreed at the start of the contract.
- Prime Contractors should promote a culture of continuous improvement and learning.

Key Dates

Date	Description
9 January 2014 (date to be confirmed)	The Contracting Authority may hold an information session in Dublin on 9 January 2014 . Details of which will issue in the form of a clarification.
12.00 noon UTC/GMT on 7 February 2014	Queries or requests for clarifications will be accepted no later than 12.00 noon UTC/GMT on 7 February 2014 unless otherwise published by the Contracting Authority.
14 February 2014	The Contracting Authority reserves the right to update or alter the information contained in this document at any time up to 14 February 2014 .
12.00 noon UTC/GMT on 28 February 2014	Tenders will be accepted only if submitted via www.etenders.gov.ie . Tenders must be received no later than 12.00 noon UTC/GMT on 28 February 2014 .