

Invitation to Tender - Payroll and HR System, Ebor Academy Trust

1. Introduction

- 1.1 Ebor Academy Trust is a community of 23 primary academies that strive together for excellence in partnership to improve children's life chances. More information is available on the Trust's website <https://eboracademytrust.co.uk/>
- 1.2 Ebor Academy Trust is currently seeking to procure an integrated payroll and Human Resources management system to come into effect from 1st April 2023, with parallel running of payslips from January 1st 2023.
- 1.3 The timetable for submitting expressions of interest and for submitting bids are set out below.

2. Background information on Ebor Academy Trust

- 2.1 Ebor Academy Trust is a multi-academy trust with academies currently spread across 4 local authority areas. Staff have been transferred to the Trust's employment under TUPE and are retained on their existing terms and conditions of employment until they change role. New staff are employed with the Trust on Ebor's own terms and conditions of employment, including payscale.
- 2.2 The contracting body will be Ebor Academy Trust, company number 08806335¹ registered office: Ebor Business and Training Centre, The Leyes, York, YO10 3PR. The main contact for the purposes of this procurement is Alison Taylor, HR Director, a.taylor@ebor.academy
- 2.3 The Trust consists of approximately 1,200 posts, excluding casual staff. Approximately 300 posts are occupied by multiple job holders.
- 2.4 The HR and payroll services will be for the whole Trust.
- 2.5 The Trust currently consists of a Central Team and 23 schools, a list of which is contained at appendix 1.
- 2.6 Although there are no plans at the time of writing for additional schools to join the Trust, there is always the possibility that this might happen. The Trust may be expanded further in the duration of this contract. It is expected that other schools can be added on (at least) the same terms. Furthermore, it is possible (although not anticipated at the time of writing) that Ebor Academy Trust may be asked to deliver payroll and transactional HR services to another school or trust. Tenderers must be able to accommodate that, should this occur.

3. General requirements

- 3.1 Ebor Academy Trust currently uses Access HR and Payroll and uses this system to deliver payroll in-house. The contract for services is coming to an end, hence the Trust is re-tendering for services.

- 3.2 The centralised HR team currently maintains the HR database in relation to posts, pay, starters and leavers and contractual changes. HR sends out standard forms e.g. contracts of employment, variation letters and leaver letters via mail merge from within the system. Absences from work are entered at school level, by the school's administrator.
- 3.3 Payslips and P60s are accessed by staff via self-service. Staff are responsible for updating their own address and other personal contact details on the system, as well as their bank account details. Expenses and mileage claims are also entered directly onto the system by the individual claimant and approved by the line manager and imported into payroll.
- 3.4 Reports from the system are used regularly by the HR Director and HR Business Partner to track various HR trends. Schools are able to generate a limited number of reports that contain school level data.
- 3.5 The expectations of the future system provider is that:
- i. Staff will continue to access their payslips/ P60s online, be responsible for updating their own personal data and claiming mileage and expenses directly through the system.
 - ii. Further roll out of self service e.g. additional hour claims, would be welcomed.
 - iii. HR will continue to maintain the HR database in terms of posts, new starters, contractual changes and leavers. The capacity for documents to be signed within the system would be welcomed.
 - iv. Staff absences will be entered and closed at school level.
 - v. Payroll will continue to be processed in house.
 - vi. Documents, such as contracts, letters and training records, can be saved on the individual's record.
- 3.6 The Trust is particularly keen to rationalise the number of systems it uses. As such, the tenderer should outline whether their HR and payroll system can link to:
- i. A learning and development system, containing e-learning modules and capturing performance management outcomes
 - ii. A recruitment system
 - iii. A DBS and pre-employment checks system
 - iv. Finance systems
 - v. Systems used to capture and process pupil data.

4. System requirements

- 4.1 Any future HR and payroll system should facilitate the following:

Ebor Academy Trust's HR team will undertake inputting onto the selected system in the form of:

- Creating the organisation structure and hierarchy
- Creating all posts, assigning system permissions to each post
- Adding new starters to the system
- Transferring existing staff to new roles

- Adding additional employments to existing staff
- Making contractual changes to existing staff, e.g where hours of work change
- Making staff leavers

Ebor Academy Trust's Payroll Manager will use the chosen system to:

- Process payroll data to ensure staff are paid accurately on the designated pay date, including processing allowances, i.e. TLR payments and SEN allowances, via an uplift table
- Process changes to payroll to include, but not necessarily limited to, new starters, leavers, change of academy within the Trust, change of pay scale or grade
- Calculate and process deductions from payroll, including tax and pensions, union dues, court orders, payroll giving and other deductions, as appropriate
- Calculate and process overtime and hourly pay
- Calculate and process SSP/SMP/SAP/SPP and maintain appropriate records
- Calculate and process occupational sickness/maternity/adoption/paternity entitlement and maintain appropriate records
- Calculate Assumed Pension pay (APP) for the Local Government Pension Scheme when pay reduces due to sickness absence and family leave
- Administer salaries, allowances, overtime, expenses, deductions for unpaid leave, strike action, tax and pension contributions.
- Pay net wages to staff by BACs from the nominated bank account(s)
- Calculate and pay statutory deductions on a timely basis
- Calculate and pay employer and employee contributions to the Local Government Pension Schemes and the Teachers' Pensions Agency
- Apply the apprenticeship levy threshold to the total payroll and ensure the Trust pays the correct levy on a monthly basis
- Upload pay slips onto the system for staff to view / download
- Run real time information for HMRC and liaise with HMRC, DWP and other relevant government departments on payroll related issues, including the payment of deductions, levies and tax
- Import tax codes and student loans directly from HMRC
- Apply pay rates and ranges, including making uplifts to pay scales
- Produce and make available P45s, P60s, P11ds (if relevant) and other tax documents to individual members of staff, as and when appropriate
- Auto-enrol staff into the Teachers' Pension Scheme or Local Government Pension Scheme
- Submit the required pension returns to TPS and the LGPS, including the End of Year Certificate (EOYC), Monthly Contribution Reconciliation to the TPS and returns as required by the LGPS
- Automatically update tax, levy and pension rates as well as individual staff tax allowances
- Process salary sacrifice deductions along with any other staff benefits and report on this as required
- Facilitate the payroll charitable giving initiative.

5. Reports

5.1 The following reports are required from the system as a minimum. The ability to generate customised reports easily would be welcomed:

HR reports

- a. Full data extract showing name, address, date of birth, age, contact details, national insurance number, post type, post name, post location, hours and weeks worked, FTE, actual and FTE pay, pension scheme membership, continuous and post start date, gender, ethnicity, religion, next of kin. All of the above should be available by school as well as Trust wide and include current and former staff.
- b. Absence records, filtered by date range, absence type, working days lost, role and location. Report to show staff whose absence has hit a trigger (as defined by Ebor Academy Trust).
- c. Leavers, filtered by date range, role, location, reason for leaving, length of service.
- d. Contractual variations filtered by date range, original hours and/ or pay rate, new hours/ pay rate, role name and type and work location.
- e. New starters filtered by date range, role type and location, hours and weeks worked, date of starting and pay.
- f. School Workforce Census return, by school.
- g. Single Central Record, by school and Trust wide.
- h. Annual Gender Pay Gap report.

Payroll reports

- a. Payroll report detailing pay and deductions for each member of staff.
- b. A payroll variance report identifying changes from the prior month.
- c. BACs payment report showing payments to be made.
- d. Bank account changes made within a filtered date range.
- e. Monthly apprenticeship levy payment and balance report.
- f. Monthly pension report, per scheme, showing scheme, rates, employee and employer deductions, used to ensure employee is paying the correct rate per month.
- g. Deduction reports, to include court orders.
- h. Report to show where staff are costed to for Finance use.
- i. Monthly retrospection report, showing any back pay that is system generated.

- j. Reports or alerts identifying payroll errors, e.g. wrong National Insurance category, employee in negative net pay etc.
- k. Increment reports

5.2 Tenderers must specify what reports they produce, providing examples. The tenderer should also indicate in their bid the level of Trust tailoring of reports that can be accommodated, and the format of reports provided.

6. Submission of tender

6.1 Tenders for the provision of an integrated HR and payroll system should specifically identify:

- a. A total annual cost proposal over a three year period, based on 1,200 headcount, including implementation costs, fixed costs and variable costs.
- b. Any inflationary or other provisions for annual or periodic increases in fees; any assumptions in the costing proposal.
- c. A clear indication of provision provided as part of the fee, including reference to the key performance indicators - see section 14.
- d. Fees chargeable for any additional provisions not included as part of the annual cost proposal.
- e. Details of the systems used and the interface or portal access to the Trust, where applicable.
- f. A full demonstration of the system.
- g. The reports available to the Trust within the standard licence fee and costs for any further bespoke reports.
- h. Additional modules available to be purchased and whether these are fully integrated or linked.
- i. Any limits on storage capacity and where there is, the cost for additional space.
- j. Arrangements for ongoing support for the Trust, during and post implementation.
- k. The tenderer's corporate data to include company number, latest statutory accounts, and an indication of experience of delivering HR and payroll systems within the education sector.
- l. References from two distinct organisations each of whom has been a customer for at least three years, preferably educational institutions.

- m. The measures taken by the tenderer to ensure compliance with the General Data Protection Regulations.
- n. The tenderer's data backup and restoration plans.

7. Procurement timeline

Event	Date
Issue of invitation to tender	8th March 2022
Deadline for receipt of clarification questions	4th April 2022
Target date for responses to clarifications	22nd April 2022
Deadline for return of tenders	13th May 2022
Shortlisting	27th May 2022
Presentation	16th June 2022
Award of preferred tenderer	24th June 2022
Transition period	1st January 2023
Start date	1st April 2023

8. Clarifications about the ITT

- 8.1 Any clarifications relating to this ITT must be submitted to Alison Taylor, HR Director A.taylor@ebor.academy
- 8.2 The Trust will respond to all reasonable clarifications within the timescale shown above. The deadline for receipt of clarifications relating to the Services or this ITT is set out in the above procurement timetable.
- 8.3 Tenderers are advised not to rely on communications from the Trust unless they are made in accordance with these instructions. The Trust reserves the right (but is not obliged) to seek clarification of any aspect of a tenderer's tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

9. Submission of tender

- 9.1 Tenders should be submitted by email to Alison Taylor: a.taylor@ebor.academy in accordance with the timetable above and should be clearly titled TENDER FOR THE PROVISION OF AN HR/PAYROLL SYSTEM. Tenderers will be invited to deliver a presentation at a session that will be held at Ebor Business and Training Centre, The Leyes, York, YO10 3PR (the Trust's office) on 16th June 2022 and will last approximately 1 hour. Should the panel require a further and fuller demonstration of the system to enable them to make a decision, then this will not be unreasonably withheld. It is the responsibility of the tenderer to ensure that the tender is delivered on time.
- 9.2 A decision on the provision will be made as set out in the procurement timetable. The Trust reserves the right to vary the timetable, and also is under no obligation to appoint a preferred tenderer from this exercise.

10. Tender evaluation

- 10.1 The tenders will be evaluated in accordance with the following criteria:
- Commercial pricing: 65%;
 - Reports – range of reports available, configurability and ease of access to reports: 15%
 - Ease and efficiency of use both for employees and HR/ Payroll: 10%
 - Availability at an acceptable price of relevant additional modules, e.g. learning and development, DBS, recruitment: 10%
- 10.2 Tenders may be rejected if they do not comply with the tender specification or public sector procurement guidelines.
- 10.3 A maximum of the top five scoring tenderers will be invited to deliver a presentation to representatives of the Trust in support of their tenders, as set out in the Timetable. Tenderers should keep this date free in case they are asked to attend.
- 10.4 The presentations will be used to moderate the written submissions for the evaluation criteria specified above.
- 10.5 The names and positions of those attending from the Trust will be notified to all tenderers in advance of the presentation.

11. Contracting

- 11.1 The Trust is seeking a minimum of a three year contract, unless terminated or extended within the terms and conditions herewith. Tenderers should price submissions accordingly.
- 11.2 The Trust is under no obligation to appoint a contractor from this exercise, and reserves the right not to appoint or to re-run the exercise. The Trust will not be liable for any tenderer costs prior to appointment, including compilation of the submission.

12. Termination of contract

- 12.1 The contract may be terminated by either party by giving 6 months' notice.

- 12.2 The duration of the contract is for an initial period of three years.
- 12.3 At the end of the contract, if applicable, the contractor will provide all pay data in a timely manner to support transition to the new supplier, and continuity of the payroll.
- 12.4 If termination is instigated during the 3 year contractual period, then the payroll provider will liaise, where needed, with the Trust regarding data they hold in regards to financial audit submissions, tax and or pension queries.

13. General terms

- 13.1 Inducements – offering an inducement of any kind in relation to obtaining this or any other contract with the Trust will disqualify the tender from being considered and may constitute a criminal offence.
- 13.2 Data breaches – the contractor must inform the Trust of any data breach as soon as reasonably practicable and in any event within 12 hours of occurrence, the data compromised and actions taken to limit the exposure. This should include details of staff affected where known.
- 13.3 Applicable law – the contract is governed by English law. There are no TUPE considerations within this service.

14. Key performance indicators

Tenderers should provide KPIs as part of their proposal. This should include KPIs on system down time, data fixes and general response times to queries.

15. Warnings and disclaimers

- 15.1 While the information contained in this ITT is believed to be correct at the time of issue, neither the Trust nor its advisors will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Trust.
- 15.2 If a tenderer proposes to enter into a contract with the Trust, it must rely on its own enquiries and on the information contained within this ITT, subject to the limitations and restrictions specified in it.
- 15.3 Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Trust (or any other person) to enter into a contractual arrangement.

16. Freedom of Information

- 16.1 As a public body, the Trust is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (SI 2004/3391) (EIR) in respect of information it holds (including third party information). Any member of the public or other interested party may make a request for information. The Trust is also subject to various public sector transparency policies and legal requirements.
- 16.2 Tenderers should therefore be aware that information provided in connection with this procurement, or in connection with any contract awarded, may be disclosed by the Trust, unless the Trust decides (in its absolute discretion) that one of the statutory exemptions under the FOIA or the EIR applies. Requests for information and application of any exemptions shall be considered on a case by case basis. By taking part in this procurement, tenderers agree to such disclosure or publication by the Trust.
- 16.3 Tenderers may designate any information supplied as part of their tender response or otherwise in connection with the procurement as confidential or commercially sensitive by clearly identifying it as such to the Trust in its response. Blanket protective markings applied to the whole document will not be sufficient. While designating material as confidential or commercially sensitive or equivalent does not guarantee non-disclosure, the Trust will consider this as part of any disclosure decision.

17. Publicity

- 17.1 No publicity regarding the HR and payroll services of Ebor Academy Trust or the award of any contract will be permitted unless and until the Trust has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Trust.

18. Tenderer conduct and conflicts of interest

- 18.1 Any attempt by tenderers or their advisors to influence the contract award process in any way may result in the tenderer being disqualified. Specifically, tenderers shall not directly or indirectly at any time:
- Devise or amend the content of their tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
 - Enter into any agreement or arrangement with any other person as to the form or content of any other tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other tender.
 - Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender.
 - Canvass the Trust or any employees or agents of the Trust in relation to this procurement.

- Attempt to obtain information from any of the employees or agents of the Trust or their advisors concerning another tenderer or tender.

18.2 Tenderers are responsible for ensuring that no conflicts of interest exist between the tenderer and its advisers, and the Trust and its advisors. Any tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

19. Ebor Academy Trust's rights

The Trust reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Trust.
- Seek clarification or documents in respect of a tenderer's submission.
- Disqualify any tenderer that does not submit a compliant tender in accordance with the instructions in this ITT.
- Disqualify any tenderer that is guilty of serious misrepresentation or of negligently providing misleading information in relation to its tender or the tender process.
- Withdraw this ITT at any time, or to re-invite tenders on the same or any alternative basis.
- Choose not to award any contract or lot as a result of the current procurement process.
- Make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

Appendix 1 - List of schools in Ebor Academy Trust

Alderman Cogan's C of E Primary, Hull
All Saints Infants Academy, Hessle, East Riding of Yorkshire
All Saints Juniors Academy, Hessle, East Riding of Yorkshire
Braeburn Primary Academy, Scarborough
Brotherton & Byram Community Primary, West Yorkshire
Camblesforth Community Primary Academy, Selby
Easington CE Primary Academy, East Riding of Yorkshire
Filey C of E Nursery & Infants Academy, Filey
Haxby Road Primary Academy, York
Hob Moor Community Primary Academy, York
Hob Moor Oaks Academy, York
Lakeside Primary Academy, York
Marfleet Primary School, Hull
Osballdwick Primary Academy, York
Park Grove Primary Academy, York
Patrington C of E Primary Academy, East Riding of Yorkshire
Riston C of E Primary Academy, East Riding of Yorkshire
Robert Wilkinson Primary Academy, Strensall, York
Sigglesthorne C of E Primary Academy, East Riding of Yorkshire
Sproatley Primary Endowed CE Primary, East Riding of Yorkshire
Staynor Hall Community Primary, Selby
Tadcaster Primary Academy, North Yorkshire
Tockwith C of E Primary, North Yorkshire