

# **Specification**

## **Provision of IntelliJ Ultimate Edition Subscription Licences**

**Contract Reference: PS/24/104**

**Framework Title & Reference:**

**Technology Products & Associated Services 2  
RM6098**

**Date: 10/09/2024**

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<b>1. Introduction .....</b>	<b>3</b>
<b>2. Background to the Requirement .....</b>	<b>3</b>
<b>3. Procurement Timetable .....</b>	<b>3</b>
<b>4. Scope .....</b>	<b>4</b>
<b>5. Implementation and Deliverables .....</b>	<b>4</b>
<b>6. Specifying Goods and / or Services .....</b>	<b>4</b>
<b>7. Quality Assurance Requirements.....</b>	<b>5</b>
<b>8. Other Requirements .....</b>	<b>5</b>
<b>9. Management and Contract Administration.....</b>	<b>8</b>
<b>10. Training / Skills / Knowledge Transfer .....</b>	<b>9</b>
<b>11. Documentation.....</b>	<b>9</b>
<b>12. Arrangement for End of Contract .....</b>	<b>9</b>
<b>13. Response Evaluation.....</b>	<b>9</b>
<b>15. Annexes:.....</b>	<b>11</b>
Annex 1 – Evaluation Criteria: .....	11

## 1. Introduction

In accordance with the terms and conditions **of Technology Products and Associated Services 2 RM6098** the Driver and Vehicle Licensing Agency (**DVLA**) invites proposals for the renewal of 32 IntelliJ Ultimate Edition subscription licences including support and maintenance, in addition, 25 new IntelliJ Ultimate Edition licences including support and maintenance

## 2. Background to the Requirement

The DVLA is an Executive Agency of the Department for Transport (DfT), based in Swansea. The DVLA's primary aims are to facilitate road safety and general law enforcement by maintaining accurate registers of drivers and vehicle keepers and to collect Vehicle Excise Duty (VED).

DVLA currently have 32 IntelliJ Ultimate Edition subscription licences which expire 30<sup>th</sup> October 2024.

This requirement is for the renewal of the existing 32 subscription licences from 31/10/2024 to 6/08/2025.

This requirement is also for an additional 25 new subscription licences which will commence from date of agreement to 6/08/2025.

It is our intention to co-term this contract on renewal with an existing contract for IntelliJ Ultimate Edition subscription licences which is due to expire 6<sup>th</sup> August 2025.

## 3. Procurement Timetable

The timetable for this procurement is set out in the table below. The timetable may be changed at any time but any changes to the dates will be made in accordance with the Regulations (where applicable).

Suppliers will be informed if changes to the timetable are necessary.

The key dates for this procurement are currently anticipated to be as follows:

Event	Date
Publication of Requirement via DfT Sourcing Portal	11/09/2024
Clarification period starts	11/09/2024
Clarification period closes	17/9/2024 @17:00 hrs
Deadline for publication of responses to Clarification Questions	19/09/2024 @17:00 hrs

Deadline for submission of Tenders via DfT Sourcing Portal	25/09/24 @23:59
Evaluation Period	26/09/24-07/10/24
Issue Award Letter	08/10/2024
Execution (signature) of Call-Off Contract	By 14/10/2024
Commencement Date of Contract/Provision of the Service	31/10/2024

DVLA reserves the right to amend the Timetable. Any changes to the Timetable shall be notified to all suppliers as soon as practicable.

#### 4. Scope

The scope of the requirement extends to renewal the existing 32 subscription licences for the period 31/10/2024-6/8/2025 plus an additional 25 new subscription licences for the period from date of agreement to 6/8/2025.

#### 5. Implementation and Deliverables

The 32 subscription licences including support and maintenance must be in place to commence from 31/10/2024.

The 25 additional subscription licences including support and maintenance must be in place from date of agreement.

#### 6. Specifying Goods and / or Services

Quantity	Type	Product	Customer ID	Period of Cover
32	Renewal licences	IntelliJ Ultimate Edition Subscription Licences including Support and Maintenance	1937880 DRIVER & VEHICLE LICENSING AGENCY (DVLA)	9 months- 31/10/2024 to 6/08/2025
25	New additional licences	IntelliJ Ultimate Edition Subscription Licences including Support and Maintenance	1937880 DRIVER & VEHICLE LICENSING AGENCY (DVLA)	From date of agreement to 6/08/2025

## 7. Quality Assurance Requirements

Not applicable

## 8. Other Requirements

### 8.1 Information Assurance and Governance

Where the Supplier processes Government data, including but not limited to, personal data on behalf of the DVLA the following requirements shall apply, unless otherwise specified or agreed in writing.

#### **Certification**

The Supplier shall ensure they hold relevant certifications in the protection of personal data and/or evidencing the effectiveness of technical and organisational measures they have in place. These certifications must be maintained throughout the entirety of the contract, including any applicable extension periods. Evidence of valid certificates and corresponding documentation shall be provided upon request by the DVLA's representative or an agent acting on DVLA's behalf.

#### **Supplier Devices**

- **Removable Media**

The Supplier shall not use removable media in the delivery of this contract without the prior written consent of the DVLA.

#### **Governance**

- **Organisational Structure**

The Supplier shall have a senior individual responsible for DVLA assets within your custody.

- **Policies**

The Supplier shall establish, or indicate that they have in place, policies which detail how DVLA assets should be processed, handled, copied, stored, transmitted, destroyed and/or returned. These shall be regularly maintained. The Supplier shall provide evidence of relevant policies upon request.

- **Return of Data / Information to DVLA**

The Supplier must be able to demonstrate they can supply a copy of all data or information on request or at termination of the service.

- **Destruction / Deletion of Data or Information**

The Supplier must be able to securely erase or destroy all DVLA-related data or information that it has been stored and processed for the service, upon DVLA request.

- **Incident Management**

The Supplier shall have policies in place which set out how information security incidents, and personal data breaches or data loss events (including breaches to the confidentiality, integrity, availability, and resilience of data) should be managed and who it should be escalated to, including notifying the DVLA immediately, or in any case within 24 hours, of becoming aware of the incident/s and/or breach/es.

This policy shall also include:

- a) individual responsibilities for identifying and reporting security incidents and information security breaches;
- b) a reporting matrix including escalation points;
- c) an up to date list of relevant internal and external contact points; and
- d) a timeline detailing at which point the policy should be implemented.

## **Personal Data**

- **Processing Personal Data**

The Supplier as part of the contract agrees to comply with all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR and the Data Protection Act 2018, and the EU GDPR where applicable to the processing.

- **DVLA Written Processing Instructions**

The Supplier shall comply with DVLA's written instructions, as outlined in **Joint Schedule 11 (Processing Data) Annex 1 Processing Personal Data**.

- **International Transfers (Offshoring) of Government Data**

When international transfers or offshoring is described, the focus is typically on the physical location where data is hosted (such as where the data centres are located). However, whilst physical location of data is a critical part of the offshoring question, it is important to understand how and where data might be logically accessed. Administrators or technical support staff may be located anywhere in the world, with logical access to data.

The Supplier (and any of its third party sub-contractors, sub-processors or suppliers) shall not, transfer, store, process, access or view DVLA data outside of the UK without the prior written approval of DVLA, which may be subject to conditions. Any changes to offshoring arrangements must also be approved by DVLA.

Any request to offshore DVLA data must receive formal approval from DVLA prior to the commencement of any data processing activity. This is requested through the completion of DVLA's offshoring questionnaire.

In the event that the supplier proposes to offshore any DVLA data as part of the contract, they would be required to provide details in the offshoring questionnaire about the processing to be carried out offshore, including:

- a) the privacy risks and the security controls in place to protect the data;
- b) how the offshoring arrangement is legitimised to comply with relevant data protection legislation (e.g. adequacy decision, appropriate safeguards, Standard Contractual Clauses/International Data Transfer Agreements); and
- c) where applicable details of any transfer risk assessment that has been conducted, along with any supplementary measures implemented.

## **Personnel**

- **Security Clearance**

- **Level 1**

- The Supplier is required to acknowledge in their response that any supplier staff that will have access to the DVLA site for meetings and similar (but have no access to the DVLA systems), must be supervised at all times by DVLA staff.

## **8.2 Cyber Security**

**Not applicable**

## **8.3 Sustainability**

The DVLA is committed to reducing any negative impacts produced by our activities, products and services. This aligns to the Government's Greening Commitment which states we must: "Continue to buy more sustainable and efficient products and services with the aim of achieving the best long-term, overall value for money for society."

DVLA is certified to ISO 14001:2015 and more information is available in our Environmental Policy at:

<https://www.gov.uk/government/publications/dvlas-environmental-policy>

## **8.4 Health and Safety**

DVLA has an Occupational Health and Safety Management System that is certificated to ISO45001. Further information on our Health & Safety Policy, is available on request from the Commercial Advisor. (See Section 14 for Points of Contact):

## **8.5 Diversity and Inclusion**

The Public Sector Equality Duty (PSED) is a legal requirement under the Equality Act 2010. The Equality Duty ensures that all public bodies play their part in making society fairer by tackling discrimination and providing equality of opportunity for all. It ensures that public bodies consider the needs of all individuals in their day-to-day work – in shaping policy, in delivering services, and in relation to their own employees. DVLA is committed to encouraging equality, diversity and inclusion within our workforce and against unlawful discrimination of employees, customers and the public. We promote dignity and respect for all and will not tolerate bullying, harassment or discrimination by staff, customers or partners we work with. Everyone working for us and with us, as partners in delivering our services, has a personal responsibility for implementing and promoting these policy principles in their day-to-day transactions with customers and our staff.

A full copy of our Equality, Diversity and Inclusion Policy is available on request from the DVLA.

## **8.6 Business Continuity**

Suppliers (including the supply chain) shall have robust Business Continuity and Disaster recovery Plans which align to a code of practice such as ISO22301. Suppliers may be asked to supply the contents of these plans to the Agency.

The successful supplier will test their business continuity arrangements no less than once per annum and shall inform the Agency when such tests or exercises are scheduled. Outcomes of these tests or exercises must be made available to the Agency in writing upon request.

Suppliers will notify DVLA in writing within twenty-four (24) hours of any activation of the business continuity plan, in relation to the services provided to DVLA.

## **8.7 Procurement Fraud**

The DVLA adopts a zero tolerance approach to procurement fraud and bribery. Please read the DfT Counter Fraud, Bribery, Corruption and Ethical Procurement Statement in Appendix B

## **8.9 Use of DVLA Brands, Logos and Trademarks**

The DVLA does not grant the successful Supplier licence to use any of the DVLA's brands, logos or trademarks except for use in communications or official contract documentation, which is exchanged between the DVLA and the successful Supplier as part of their fulfilment of the Contract.

Approval for any further specific use of the DVLA's brands, logos or trademarks must be requested and obtained in writing from the DVLA.

## **9. Management and Contract Administration**

Invoicing Procedures DVLA invoicing procedures are detailed in **Appendix C**.



## **Subcontracting to Small and Medium Enterprises (SMEs):**

DVLA is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their subcontracts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see the Gov.Uk [website](#) for further information).

If you tell us you are likely to subcontract to SMEs, and are awarded this contract, we will send you a short questionnaire asking for further information. This data will help us contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice.

## **10. Training / Skills / Knowledge Transfer**

Not applicable

## **11. Documentation**

Suppliers **must** complete **Appendix A – Price Schedule** in order to provide a full and transparent breakdown of costs associated with this contract

## **12. Arrangement for End of Contract**

The Supplier shall fully cooperate with the DVLA to ensure a fair and transparent re-tendering process for this contract. This may require the Supplier to demonstrate separation between teams occupied on the existing Contract and those involved in tendering for the replacement contract to prevent actual (or perceived) conflicts of interest arising.

## **13. Response Evaluation**

Selection will be based on the evaluation criteria, which demonstrates a high degree of overall value for money, competence, credibility and ability to deliver.

### **Mandatory Requirements**

Annex 1 provides details of any elements/criteria considered as critical to the requirement. These are criteria, which will be evaluated on a pass/fail basis. A fail may result in the response being excluded from further evaluation.

### **Financial / Price Criteria**

Evaluation of the prices submitted will be performed separately by a Commercial Finance Accountant and details will not be made available to the Quality Evaluation Panel. This is to ensure fairness and avoid any subconscious influence of a lower price on the quality

scoring. The overall percentage weighting allocated for the Financial/Price Criteria is outlined in the Table “Overall Weighting Allocation”.

### **Financial / Price Criteria Scoring Methodology:**

A Percentage Scoring Methodology will be used to evaluate all proposals for this requirement. This methodology is based on the following principles:  
The lowest quoted price will be awarded the maximum score available. Each subsequent responses will be baselined to this score and will be awarded a percentage of the maximum score available. The calculation used is as follows:

$$\frac{(\text{Lowest Quoted Price})}{\text{Price Quoted per Supplier}} \times \text{Maximum Score Available (i.e. Weighting)}$$

For example, if the Financial/Price weighting allocation is 40%, the maximum score available is 40. Supplier A submits the lowest price of £100,000 and Supplier B submits a price of £180,000. Based on the above calculation Supplier A and B will receive the scores shown below:

Supplier A =  $100\text{k}/100\text{k} \times 40 = 40\%$

Supplier B =  $100\text{k}/180\text{k} \times 40 = 22.22\%$

### **Overall Weighting Allocation**

<b>Evaluation Criteria</b>	<b>Weighting</b>
<b>Financial / Price Criteria</b>	100%
<b>Total</b>	100%

## 15. Annexes:

### Annex 1 – Evaluation Criteria:

#### Mandatory Criteria

Mandatory Criteria	Mandatory Criteria Description	Pass/Fail
Framework Core Terms and Schedules	<p>The Crown Commercial Service (CCS) Public Sector Contract and its associated Core Terms and Schedules will apply to any resultant contract awarded under this Invitation to Tender. Bidders are asked to review the Core Terms in addition to the Call Off and Joint Schedules identified as being applicable to this tender process. These are referenced in the draft Call Off Order Form (Schedule 6) published as part of this ITT.</p> <p>The successful bidder will be expected to contract on the basis of the above terms. Therefore, with the exception of populating the highlighted areas in the published Call Off and Joint Schedules, the Authority will not accept any amendments, revisions or additions to these schedules.</p> <p>Bidders who are unable to contract on the terms as drafted will be deemed non-compliant and their bid will be rejected.</p> <p>Please provide a YES/NO response to this question.</p>	

#### Financial/Pricing Criteria

Primary Financial/Pricing Criteria	Financial/Pricing Weighting (%)	Description
Pricing Requirements	100%	Lowest priced bid submitted on Appendix A Price Schedule receives full score
	Total = 100%	