

Specification

Provision of the renewal of Browserstack testing tool

ITS

Contract Reference: PS/22/19

Date:28/04/22 Version: 1.0

January 2022

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1. Introduction

In accordance with the terms and conditions of Technology Products and Associated Services Framework RM6068 Lot 3 the Driver and Vehicle Licensing Agency (**DVLA**) invites proposals for the renewal of its BrowserStack Testing Tool.

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).

2.1 The DVLA currently have a contract for the provision of BrowserStack Automate Mobile Package which expires 27th May 2022.

2.2 This requirement is for a renewal contract of BrowserStack Automate Mobile Package for 10 x Users (as detailed in section 6)

2.3 The term of the contract will be for 12 months to cover period 28/05/22 –27/05/23.

The Agency is required to test against permutations of browsers, devices and operating systems to meet GDS minimum standards and to validate continuing functionality as new products and browsers are released.

3. Procurement Timetable

The timetable for this Procurement is set out in Invitation to Tender (ITT). This timetable may be changed at any time but any changes to the dates will be made in accordance with the Regulations (where applicable).

| Description | Date |
|--|-----------------------|
| Publication of Requirement via eSourcing Suite | 28/04/2022 |
| Clarification period starts | 28/04/2022 |
| Clarification period closes (Clarification | 04/05/2022 @ 17:00hrs |
| deadline) | |
| Deadline for publication of responses to | 09/05/2022 @ 17:00hrs |
| Clarification Questions | |
| Deadline for submission of Tenders via | 10/05/2022 @ 23:59hrs |

| eSourcing Suite | |
|--|-------------------------|
| Evaluation Period | 11/05/2022 – 13/05/2022 |
| Issue of award letter | 17/05/2022 |
| Execution (signature) of Call-Off Contract | 18/05/2022 |
| Commencement Date of Contract / Provision of | 28/5/2022 |
| Service | |

Potential tenderers will be informed if changes to this timetable are necessary.

4. Scope

The scope of the requirement extends to renewal of BrowserStack Automate Mobile Package for 10 x Users for a period of 12 months.

5. Implementation and Deliverables

This contract must be in place to commence from 28/05/22.

6. Specifying Goods and / or Services

| No of users | Description of Software | Duration |
|----------------|---|-----------|
| 10 | BrowserStack Automate Mobile Package - 10 Parallel Tests | 12 months |

6.1 Must be able to test against a combination of devices, including mobile

6.2 Must be able to run 10 Parallel Tests for up to 10 users

7. Quality Assurance Requirements

Not applicable

8. Other Requirements

8.1 Information Assurance

Removable Media

Tenderers should note that removable media is not permitted in the delivery of this Contract. Where there is a requirement for Supplier Staff to take data off site in

electronic format, the DVLA will consider if it is appropriate to supply an encrypted hard drive.

Security Clearance

Level 1

Tenderers are 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 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 Estates

Not applicable

8.6 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 we 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

8.7 Business Continuity

Suppliers shall provide a statement regarding the scope of their Business Continuity and Disaster Recovery Plans to protect the Agency from the consequences of business interruptions.

8.8 Procurement Fraud

The DVLA adopts a zero tolerance approach to procurement fraud and bribery. Please read the DVLA Procurement Counter Fraud and Bribery 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

DVLA invoicing procedures are detailed at the end of this document.

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 <u>website</u> for further information).

To help us measure the volume of business we do with SMEs, our Form of Tender document asks about the size of your own organisation and those in your supply chain.

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

No applicable.

11. Price and Payment Procedures/Documentation

Price

Suppliers are requested to complete the embedded pricing schedule below in order to provide a full and transparent breakdown of all costs associated with the contract. This should be supported by a letter-headed official quotation.

Prices are to be submitted via the Dft e-Sourcing Suite, excluding VAT.



In line with the terms and Conditions of Technology Products & Associated Services RM6068, all prices must remain valid and firm for a period of thirty (30) days following the bid submission.

Payment

DVLA Invoicing Procedures are detailed at the end of this document. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables

Suppliers will be required to forward renewal/licence certificates to both the Commercial Advisor and Contract Owner (email addresses detailed in Section 14).

12. Arrangement for End of Contract

The successful supplier shall fully cooperate with the Authority to ensure a fair and transparent re-tendering process for this contract. This may require the successful 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. Evaluation Criteria

Selection will be based on the Evaluation Criteria, encompassing the most economically advantageous tender, which demonstrates a high degree of overall value for money, competence, credibility and ability to deliver

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 tendered price will be awarded the maximum score available. Each subsequent bid will be baselined to this score and will be awarded a percentage of the maximum score available. The calculation used is as follows:

(Lowest Tendered Price

- X Maximum Score Available (i.e. Weighting)

Tender Price Submitted per Supplier)

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

Overall Weighting Allocation

| Evaluation Criteria | Weighting |
|----------------------------|-----------|
| Financial / Price Criteria | 100% |
| Total | 100% |

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 tender being excluded from further evaluation.

Calculation of Overall Score

The tender with the highest overall score will be deemed as successful. (out of a max available 100%).

14. Points of Contact

| Commercial Advisor | Name | REDACTED |
|--------------------|--------|----------|
| | e-mail | REDACTED |

| Project Lead/Business | Name | REDACTED |
|-----------------------|--------|----------|
| Area Contact | e-mail | REDACTED |

All queries/questions should be sent to the Commercial Advisor

Invoicing & Payment

- All charges shall be invoiced by the Supplier in arrears against the Customer's Purchase Order, once all goods have been delivered, in line with the Customer's invoicing procedures below.
- The Customer shall pay all valid and undisputed invoices within 30 calendar days.

15. Annexes:

Annex 1 – Evaluation Criteria

Mandatory Criteria

| Mandatory Criteria | Mandatory Criteria Description | Pass/Fail |
|---------------------------------------|---|-----------|
| Framework Core Terms and Schedules | The Crown Commercial Service (CCS) Public Sector Contract and it's 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) attached. 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. Bidders who are unable to contract on the terms as drafted will deemed non-compliant and their bid will be rejected. | Yes/No |

| MANDATORY QUESTION 1 Ability to meet delivery deadline of <u>29/05/2022</u> | Yes/No |
|--|--------|
| Not able to supply initial requirements by that date = Non-compliant | |
| | |
| | |

| COST | Weighting – 100% |
|---|--|
| Total aggregate cost of ALL specified goods, including any/all delivery charges | Lowest priced bid receives full score. |