

Specification

Provision of VMware Cloud Foundation

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Associated Services 2 RM6098

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1. Introduction

In accordance with the terms and conditions of **Technology Products and Associated Services 2** the Driver and Vehicle Licensing Agency (DVLA) invites proposals for the provision of VMware Cloud Foundation contract.

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 own VMware vSphere perpetual licences which are deployed on hardware located in DVLA data centres and have had continuous support and maintenance agreements in place since their original purchase but the latest annual contract renewal expired 27/03/24.

Following the successful acquisition of VMware by Broadcom, which was concluded in late 2023, the previous licensing model was withdrawn and vSphere Support and Maintenance is now no longer available as a discreet product option.

To access support and maintenance for vSphere now requires purchasing subscription licences for the new VMware Cloud Foundation product set which covers vSphere and multiple other VMware products that were previously licensed individually.

This requirement is for the provision of a VMware Cloud Foundation contract for a period of 3 years to ensure continuous support for our vSphere deployments and also to cover any consumption of new services made available via VMware Cloud Foundation.

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 (**Timetable**) are currently anticipated to be as follows:

Event	Date
Publication of ITT via DfT sourcing portal	30/04/24
Deadline for receipt of clarifications	17:00hrs on 07/05/24
Deadline for the publication of responses to ITQ clarification questions	17:00hrs on 08/05/24

Deadline for submission of Tenders via DfT Sourcing Portal	23:59hrs on 17/06/24
Evaluation period	18/06/24 – 01/07//24
Notification of contract award decision (issue of standstill letter)	02/07/24
Execution (signature) of Call-Off Contract	By 12/07/24
Commencement Date of Contract / Provision of Service	By 01/08/24

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 this requirement extends to the provision of a VMware Cloud Foundation Contract for the period of 3 years.

5. Implementation and Deliverables

Implementation/contract start date will commence with effect from the date of delivery of the subscription licences.

6. Specifying Goods and / or Services

Provision of VMware Cloud Foundation contract as detailed in the below table:

Number of Cores	Product Description	Term
2098	VMware Cloud Foundation	3 years

The contract will include support and maintenance.

6.1 Service Levels

Support Services required are detailed in the below table:

Category	Target Response Times	Coverage
Severity 1 – Critical	Within 1 Hour	24 hours a day x 7 days a week
Severity 2 – Major	Within 4 Hours	07:00-17:00 (GMT) – Mon-Fri
Severity 3 – Minor	Within 8 Hours	07:00-17:00 (GMT) – Mon-Fri
Severity 4 - Cosmetic	Within 12 Hours	07:00-17:00 (GMT) – Mon-Fri

6.2 Social Value Considerations

The Social Value Act (2012) requires contracting authorities to consider social value when procuring services, by taking into account the additional social benefits that can be achieved in the delivery of its contracts. It has been identified that Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts applies to this procurement.

Using policy outcomes aligned with Government's priorities, a weighting of 10% of the overall score for this requirement is dedicated to social value criteria.

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.

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.

- **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.

- **Employment Contracts**

The Supplier shall confirm that organisational and individual responsibilities for information security are clearly defined in the terms and conditions of employment contracts, along with relevant non-disclosure agreements, where the individual with have access to any DVLA data, information and /or the DVLA site or systems.

- **Training**

The Supplier shall maintain a mechanism to ensure employees and contractors receive appropriate information security awareness and data protection training upon appointment, and perform regular updates to organisational policies and procedures, as relevant for each job function. Evidence must be provide where reasonably requested by DVLA.

- **Access Rights**

The Supplier shall ensure their staff are provided only the necessary level of access (using the principle of least privilege) to DVLA data or information, to deliver their job function within the contracted service(s).

Upon staff migration, or termination of employment, the supplier shall verify that there is a process in place to ensure assets are returned and rights to assets revoked without undue delay.

Evidence of the above must be provide where reasonably requested by DVLA.

8.2 Cyber Security

The Government has developed Cyber Essentials, in consultation with industry, to mitigate the risk from common internet-based threats.

It will be mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the Government Security Classifications scheme (link below), to comply with Cyber Essentials.

<https://www.gov.uk/government/publications/government-security-classifications>

All potential suppliers for Central Government contracts, featuring the above characteristics, should make themselves aware of Cyber Essentials and the requirements for the appropriate level of certification. The link below to the Gov.uk website provides further information:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

As this requirement features the above characteristics, you are required to demonstrate in your response that:

- Your organisation has Cyber Essentials Plus certification; **or**

- Your organisation will be able to secure Cyber Essentials Plus certification prior to commencement of the required services/deliverables; **or**
- Your organisation has other evidence to support that you have appropriate technical and organisational measures to mitigate the risk from common internet-based threats in respect to the following five technical areas:
 - Boundary firewalls and internet gateways
 - Secure configuration
 - Access control
 - Malware protection
 - Patch management

The successful Supplier will be required to provide evidence of Cyber Essentials Plus certification 'or equivalent' (i.e. demonstrate they meet the five technical areas the Cyber Essentials Scheme covers) at the point of contract award.

The Supplier will be required to secure and provide evidence of Cyber Essentials Plus re-certification 'or equivalent' (i.e. demonstrate they meet the five technical areas) on an annual basis.

Further information regarding the certification process can be found here:

<https://www.ncsc.gov.uk/cyberessentials/overview>

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.

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

The Supplier and supply chain shall have business continuity and disaster recovery plans in place to maintain or quickly resume any services provided to DVLA and shall maintain compliance with relevant legislation.

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**.

8.8 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

There is an expectation of guidance and assistance to be provided surrounding any potential exploitation of any new features included in the VMware Cloud Foundation model.

11. Documentation

Pricing Schedule Appendix A

Suppliers **must** complete **Appendix A – Pricing Schedule** 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

The evaluation will comprise of the following elements:

- 1) an evaluation of mandatory requirements. These will be assessed on a pass/fail basis. Responses that fail any of the mandatory requirements may be disqualified from further consideration
- 2) an evaluation of the response based on the social value criteria
- 3) an evaluation of the prices submitted

Your response will be evaluated using the weightings **and** criteria weightings set out in this section.

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

Your response will be evaluated using the following weightings **and** the criteria weightings set out below, to obtain the optimal balance of social value (10%) and cost (90%).

- ***For clarity, the pricing schedule references 100% but cost is 90%***

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.

Social Value Criteria Scoring Methodology

The scoring methodology used to assess and allocate scores to each criteria are included in the table below.

Points awarded	Description
100	Fully meets/evidence provided that demonstrates the requirement can be met
60	Minor concerns/issues that the requirement can be met
30	Major concerns/issues that the requirement can be met
0	Does not meet the requirement, not addressed or no evidence provided

Based on the allocated score, a percentage will be calculated against each element using on the following calculation:

$$\frac{\text{(Allocated Score)}}{\text{Maximum Score}} \times \text{Weighting}$$

For example, “Social Value Element 1” can be allocated a score between 0 and 100 but carries a weighting of 10%. Supplier A is given a score of 60 for this element so receives a score of $(60/100 \times 10) = 6\%$. The scores for each element will then be added together to calculate the overall social value criteria score.

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:

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

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

Overall Weighting Allocation

Evaluation Criteria	Weighting
Quality Criteria and Social Value Criteria (if applicable)	10%
Financial / Price Criteria	90%
Total	100%

Calculation of Overall Score:

The allocated score for the quality and Social Value criteria (where applicable) will be added to the Financial/Price Factor score to calculate the overall score for each tender (out of a max available 100%). The tender with the highest overall score will be deemed as successful.

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).</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>	

Scored Social Value Criteria

Primary Scored Criteria	Primary Scored Criteria Weighting (%)
Describe your organisation's contributions to support environmental protection and improvement. This may include net zero greenhouse gas emissions, energy efficiency, waste management etc.	10%
	Total = 100%

Financial/Pricing Criteria

Primary Financial/Pricing Criteria	Financial/Pricing Weighting (%)	Description
Pricing Requirements	90%	Refer to the Appendix A Pricing Schedule
	Total = 90%	