

# Specification

## Provision of BMC Software and Support

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**Framework Title & Reference:** Technology Products and  
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 BMC Software and Support.

## 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 own perpetual BMC licences. The support and maintenance contract for perpetual licences expires on 31/03/25.

BMC have notified DVLA their licensing model is changing from perpetual with support and maintenance to a subscription model.

Following discussion with BMC, DVLA have agreed that an On-prem subscription model will best suit DVLA's requirement for continued provision of the software including support and maintenance.

The contract will be for 3 years covering period 01/04/25 – 31/03/28.

Full details are included in Section 6.

## 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.

Event	Date
Issue of the ITQ to all potential suppliers	04/02/25
Deadline for receipt of clarifications	17:00hrs on 10/02/25
Deadline for the publication of responses to ITQ clarification questions	17:00hrs on 11/02/25
Deadline for receipt of responses	23:59hrs on 18/02/25
Evaluation of responses	19/02/25 – 05/03/25
Notification of contract award decision	06/03/25

Execution (signature) of Call-Off Contract	By 12/03/25
Commencement Date of Contract / Provision of Service	01/04/25

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 the provision of licences/services detailed in section 6 for a period of 3 years commencing 01/04/25.

#### 5. Implementation and Deliverables

The contract must be in place to commence 01/04/25.

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

This requirement is for the provision of BMC software and support as detailed in the below table, for a period of 3 years covering period 01/04/25 – 31/03/28.

Products	Quantity
TrueSight Automation for Servers	1200
BMC Helix Continuous Optimization OnPrem – Resource Unit	1600
BMC Helix AIOps & Observability OnPrem - Advanced	1300
Sentry Bundle for BMC Helix Operation Management OnPrem – Resource Unit – Marketzone	100
BMC Extended Support Fee - DSOM	2
BMC Education Enterprise Solution Subscription – Base Pack – Group 1	1

As part of the contract, BMC will also provide extended support for TrueSight Capacity Optimizer products until March 2026 to enable DVLA to upgrade to BHCO and TrueSight Operations Management products until December 2026 to enable DVLA to upgrade to BMC Helix AIOps & Observability.

DVLA have an associated Account Manager at BMC who will be able to assist suppliers in pricing this requirement. His details are:

Name: **REDACTED**

Email: REDACTED

## 6.1 Service Levels

Support Service Levels required are detailed in the below table:

Severity/Impact Level	Contract Performance Area	Service Level	Response Targets
Severity 1: Critical Impact	Software Support	Continuous Support Level	1 Clock Hour
Severity 2: Significant Impact	Software Support	Continuous Support Level	2 Business Hours
Severity 3: Limited Impact	Software Support	Continuous Support Level	4 Business Hours

- Severity 1 – Critical Impact to production and non-production environment, primary business service, large number of users experience critical loss of function or data integrity at risk. BMC Customer Service available 24x7 including published holidays.
- Severity 2 – Significant Impact to business service or system performance affecting production systems or normal operations for multiple groups of users. Customer Service available local business hours, excludes published holidays.
- Severity 3 – Limited impact to business service, localised to specific service, application or group of users. Workaround may be available to circumvent. Customer Service available local business hours, excludes published holidays.

## 6.3 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.

### **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.

- **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**.

## **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.

- **Level 2**

The Supplier is required to confirm that Baseline Personnel Security Standard clearance (BPSS) is held for any supplier staff that will have:

- access to or will process DVLA (customer or staff) data or information
- access to the DVLA site to provide routine maintenance
- access to the DVLA site and DVLA systems

The BPSS comprises verification of the following four main elements:

1. Identity;
2. Employment History (past 3 years);
3. Nationality and Immigration Status;
4. Criminal Record Check (unspent convictions only).

The aim of the BPSS verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity and proper reliability of prospective staff. The supplier is required to provide evidence of relevant supplier staff clearance in their response.

- **Level 3**

The Supplier is required to confirm in their response that any supplier staff that have access to the DVLA site and DVLA systems, administration rights, sensitive programmes or large blocks of sensitive data or information must have full 'Security Check' (SC) clearance.

## **Use of Artificial Intelligence for delivery of the requirement**

The Buyer wishes to understand and approve any proposed use of any Artificial Intelligence (AI) tools/solutions to carry out activities in delivery of this contract.

Suppliers must state any plans to use such tools/solutions in their proposals.

Any proposed AI tools/solutions or extensive processing of data would need to be discussed and agreed with the Buyer before delivery as part of the contracted work so that the department can carry out the necessary impact assessments to ensure that the proposal is compliant with relevant laws and government policy.

Are AI or machine learning technologies used as part of the products/services you intend to provide?

Yes ☐

No ☐

If Yes: Please describe how AI technologies are integrated into your service offerings.

Should the successful Supplier wish to introduce AI tools/solutions at any point throughout the life of the contract, then a proposal should be submitted to the Buyer's Contract Manager who will consider the proposal and either confirm or decline the usage of AI tools/solutions.

## 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 certification; **or**
- Your organisation will be able to secure Cyber Essentials 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 certification 'or equivalent' (i.e. demonstrate they meet the five technical areas the



Cyber Essentials Scheme covers) at the point of contract award, and prior to personal data being sent to the Supplier for processing.

The Supplier will be required to secure and provide evidence of Cyber Essentials 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**

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**.

### **8.8 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**

BMC Education Enterprise Solution Subscription, Base Pack. Group 1 will be delivered as part of the contract.

## 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, if applicable. 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 quality criteria and social value criteria (if applicable)
- 3) an evaluation of the prices submitted

Your response will be evaluated using the weightings **and** criteria weightings set out in Annex 1.

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 at Annex 1, to obtain the optimal balance of quality and cost.

### **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:

$$\text{Supplier A} = 100\text{k}/180\text{k} \times 40 = 22\%$$

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

**Overall Weighting Allocation**

<b>Evaluation Criteria</b>	<b>Weighting</b>
<b>Quality Criteria and Social Value Criteria (if applicable)</b>	10%
<b>Financial / Price Criteria</b>	90%
<b>Total</b>	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 <b>YES/NO</b> 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

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