



# Specification

## **IntelliJ Ultimate Edition Licences**

Driver and Vehicle Licensing Agency

**Contract Reference: PS/21/100**

**Date: 23/06/21**  
**Version: 1**

<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>4</b>
<b>8. Other Requirements</b>	<b>4</b>
<b>9. Management and Contract Administration</b>	<b>7</b>
<b>10. Training / Skills / Knowledge Transfer</b>	<b>8</b>
<b>11. Documentation</b>	<b>8</b>
<b>12. Arrangement for End of Contract</b>	<b>8</b>
<b>13. Evaluation Criteria</b>	<b>8</b>
<b>14. Points of Contact</b>	<b>9</b>
<b>15. Annexes:</b>	<b>10</b>
Annex 1 – Evaluation Criteria:	10

## 1. Introduction

In accordance with the terms and conditions of **Technology Products & Associated Services RM6068** the Department for Transport (DfT) invites proposals for the renewal and provision IntelliJ Ultimate Edition Licences including support and maintenance.

## 2. Background to the Requirement

The Driver and Vehicle Licensing Agency (DVLA) **[The Authority]** is an Executive Agency of DfT, based in Swansea. The Agency'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).

The DVLA currently have 58 IntelliJ Ultimate Edition subscription licences which expire on 6<sup>th</sup> August 2021. This requirement is for the renewal of the existing 58 subscription licences including support and maintenance for 12 months. In addition, this requirement includes the requirement for an additional 20 subscription licences including support and maintenance.

The support and maintenance must be co-terminus for 12 months to cover period 07/08/21 until 06/08/22.

## 3. Procurement Timetable

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

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

Description	Date
Publication of Requirement via DfT Sourcing Portal	29/06/21
Clarification period starts	29/06/21
Clarification period closes (Clarification deadline)	02/07/21 @ 17:00hrs
Deadline for publication of responses to Clarification Questions	06/07/21 @ 17:00hrs
Deadline for submission of Tenders via DfT Sourcing Portal	13/07/21 @ 17:00hrs
Evaluation Period	14/07/21 – 19/07/21
Issue Award Letter	20/07/21
Execution (signature) of Call-Off Contract	By 23/07/21

Commencement Date of Contract/Provision of service	07/08/21
--	----------

#### 4. Scope

The scope of the requirement extends to renewal the existing 58 subscription licences for 12 months. It also extends to the procurement of an additional 20 subscription licences including support and maintenance for 12 months.

Support and maintenance for all licences must be co-terminus until 06/08/22.

#### 5. Implementation and Deliverables

The subscription licences and support must be in place to commence from 07/08/21.

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

This requirement is for the renewal of 58 IntelliJ Ultimate Edition Subscription and for the provision of 20 additional IntelliJ Ultimate Edition Subscription Licences as detailed in the below table:

Quantity	Type	Product	Organisation Number	Period of Cover
58	Renewal	IntelliJ Ultimate Edition Subscription Licences including Support and Maintenance	1937880 – DRIVER & VEHICLE LICENSING AGENCY (DVLA)	07/08/21 – 06/08/22
20	New/Additional			

#### 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 Contractor's 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 Contractors' 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**

Tenderers are required to confirm in their response that any Contractor's Staff that will be accessing the DVLA Site to provide routine maintenance or have access to the DVLA site and DVLA systems have Baseline Personnel Security Standard clearance (BPSS). 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 Baseline Standard verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity and proper reliability of prospective staff. Tenderers are required to provide evidence of relevant Contractor's Staff clearance in their response.

## **Information Supply Chain**

Tenderers are required to confirm how DVLA Data will be securely managed at each stage of the Information Supply Chain. This applies to both Contractors and Sub-Contractors. Retention schedules will need to be defined and agreed prior to award of contract.

## **Processing of Government Data**

This contract will require the successful tenderer to process Government data on DVLA's behalf. The successful tenderer may be required to complete a Statement of Assurance Questionnaire (SoAQ) following formal contract award in relation to this contract, to satisfy DVLA that its data will be appropriately protected. The purpose of the Questionnaire is to assess the maturity of policies, systems and controls associated with the handling of our data. The Questionnaire was developed for use throughout the Government supply chain and is based on ISO27001 criteria and aligned to the HMG Security Policy Framework.

The HMG Security Policy Framework requires Departments to conduct an annual compliance review of third party suppliers. The Questionnaire may therefore need to be completed annually throughout the term of the contract in order to assess ongoing compliance. DVLA may also audit suppliers to validate the responses and evidence provided in the Questionnaire.

## **Processing Personal Data**

Please note that the successful tenderer as part of the contract agrees to comply with all applicable requirements of UK Data Protection Legislation (including UK GDPR) and all applicable Law about the processing of personal data and privacy.

## **Schedule of Processing, Personal Data and Data**

The processing of personal data has been identified as part of this requirement. Please refer to the Terms and Conditions of this contract for full details of the instructions to be followed when processing data (Joint Schedule 11 – Processing Data).

## **Offshoring of Government Data**

Government policy is that data it holds should be protected appropriately regardless of location.

Offshoring is defined as “Any arrangement where the performance of any part of the services or a solution under a contract may occur outside the UK for domestic (UK) consumption.”

When offshoring is described, the focus is typically on the physical location where data is hosted (such as where are the data centres located). 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.

Tenderers must indicate in their response whether any DVLA data supplied as part of the contract, would be offshored. If so, tenderers must confirm the location(s) including the location of any business continuity, disaster recovery and technical support staff.

All Central Government Departments and Agencies are required to seek approval for any proposed offshoring activity, which ensures that information held offshore is appropriately managed and that pan-government risks are identified, tracked and managed, where appropriate.

In the event that the successful tenderer proposes to offshore any DVLA Data as part of the contract, they would be required to provide details about the processing to be carried out offshore, the privacy risks and the security controls in place to protect the data. If the intention is to store the information in a cloud environment outside the UK, the successful tenderer will also need to confirm the extent to which the environment complies with the cloud security principles. This information would be used to submit the offshoring proposal for approval.

Any request to offshore must receive clearance prior to the commencement of any data processing activity.

## 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>

## 8.3 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):

## 8.4 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.

## 8.5 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**.

## 8.6 Use of DVLA Brands, Logos and Trademarks

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

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

# 9. Management and Contract Administration

## Invoicing Procedures

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

## **Sub-contracting to Small and Medium Enterprises (SMEs):**

DfT is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their sub-contacts 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 sub-contract 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**

### **Price Schedule Appendix A**

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 Contractor shall fully cooperate with the Authority to ensure a fair and transparent re-tendering process for this contract. This may require the Contractor 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.

### **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.

### **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:

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

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%

#### **14. Points of Contact**

<b>Commercial Advisor</b>	Name	<b>REDACTED</b>
	Tel	<b>REDACTED</b>
	e-mail	<b>REDACTED</b>
	Address	The Driver and Vehicle Licensing Agency (DVLA) Longview Road Swansea SA6 7JL
<b>Contract Owner</b>	Name	<b>REDACTED</b>
	e-mail	<b>REDACTED</b>

**All queries/questions should be sent to the Commercial Advisor**

## 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) attached.</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>	

#### Financial/Pricing Criteria

Primary Financial/Pricing Criteria	Financial/Pricing Weighting (%)	Description
Pricing Requirements	100%	Lowest priced bid receives full score.
	Total = 100%	