Driver & Vehicle Licensing Agency

Specification

Title: Provision of OpenText Enterprise & Rightfax Gateway Software Support & Maintenance

Contract Reference: PS/25/77
Framework Title & Reference: Technology Products and Associated Services 2 RM6098

February 2025

1. Introduction

As outlined in the Invitation to Tender (ITT), and in accordance with the terms and conditions of Technology Products and Associated Services 2 Framework RM6098, the Driver and Vehicle Licensing Agency (DVLA) (**the Buyer**) invites proposals for the provision of OpenText Enterprise & Rightfax Gateway software support and maintenance as detailed in this Specification.

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).

The Driver and Vehicle Licensing Agency (DVLA) currently have a contract for the Support and Maintenance of OpenText Enterprise and Rightfax Gateway software (version 20.2 and above). DVLA own the perpetual licences. The current support contract expires 31/10/2025.

This requirement is for a renewal contract for 12 months to cover period 01/11/25 – 31/10/26.

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3. Procurement Timetable

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	**Date**
Issue of the ITT	17/09/25
Deadline for receipt of clarifications	17:00hrs on 22/09/25
Deadline for the publication of responses to ITT clarification questions	17:00hrs on 23/09/25
Deadline for receipt of responses	23:59 on 29/09/25
Evaluation of responses	30/09/25 – 07/10/25
Notification of contract award decision	08/10/25
Execution (signature) of Call-Off Contract	By 14/10/25
Commencement Date of Contract / Provision of Service	01/11/25

The Buyer reserves the right to amend the above Timetable. Any changes to the Timetable shall be notified to all tenderers as soon as practicable.

4. Scope

The scope of the requirement extends to the renewal of Support and Maintenance for existing perpetual licences as detailed in section 6. Contract duration is 12 months.

5. Implementation and Deliverables

The support contract must be in place to commence 01/11/25.

6. Specifying Goods and / or Services

This requirement is specifically for a 12-month renewal of support and maintenance of OpenText Enterprise and Rightfax Gateway software (version 20.2 and above) as detailed in the below table:

Actual id	Name	Qnty	Serial No.
REDACTED	Enterprise Suite Edition (Redundant) - ASM	1	REDACTED
REDACTED	Integration Module (Redundant) - ASM	1	REDACTED
REDACTED	FOIP Enable an Existing DDC - (Redundant) - RightFax - ASM	4	REDACTED
REDACTED	Additional DDC - NON FOIP - (Redundant) - RightFax - ASM	3	REDACTED
REDACTED	Enterprise Shared DB (Redundant) - RightFax -ASM	1	REDACTED
REDACTED	Enterprise Suite Edition - ASM	1	REDACTED
REDACTED	Business Integration - ASM	1	REDACTED
REDACTED	Enterprise Shared DB - RightFax - ASM	1	REDACTED
REDACTED	FOIP Enable an Existing DDC - RightFax - ASM	4	REDACTED
REDACTED	Additional DDC - NON FOIP - RightFax - ASM	3	REDACTED
REDACTED	Enterprise Suite Edition - ASM	1	REDACTED
REDACTED	FOIP Enable an Existing DDC - RightFax - ASM	4	REDACTED
REDACTED	Enterprise Shared DB - RightFax - ASM	1	REDACTED
REDACTED	Business Integration - ASM	1	REDACTED
REDACTED	Additional DDC - NON FOIP - RightFax - ASM	3	REDACTED
REDACTED	Fax Gateway 908, 8 Channel ISDN - UK Edition - ASM	1	REDACTED
REDACTED	Enterprise Suite Edition Redundant - ASM	1	REDACTED

REDACTED	FOIP Enable an Existing DDC - (Redundant) - RightFax - ASM	1	REDACTED
REDACTED	Additional DDC - FOIP Enabled - (Redundant) - RightFax -ASM	3	REDACTED
REDACTED	Integration Module (Redundant) - ASM	1	REDACTED
REDACTED	Enterprise Shared DB (Redundant) - RightFax -ASM	1	REDACTED
REDACTED	Fax Gateway 908, 8 Channel ISDN - UK Edition - ASM	1	REDACTED
REDACTED	Fax Gateway 908, 8 Channel ISDN - UK Edition - ASM	1	REDACTED

6.1 Modern Slavery Considerations

The Modern Slavery Assessment Tool (MSAT) is a modern slavery risk identification and management tool. This tool has been designed to help public sector organisations work in partnership with suppliers to improve protections and reduce the risk of exploitation of workers in their supply chains. It also aims to help public sector organisations understand where there may be risks of modern slavery in the supply chains of Goods/Services they have procured.

Where the risk of modern slavery is assessed as High or Medium risk the successful tenderer, as part of the contract, may be requested to complete the MSAT and, where appropriate, work with the Buyer in resolving any issues identified. Suppliers who have previously completed the MSAT for another Government body may share their results with the Buyer.

When applicable, the requirement to complete and assess the MSAT at appropriate intervals throughout the lifecycle of the contract may also form part of the Contract Management process.

In addition to completing the MSAT, and depending on the outcome of this assessment, it may be necessary for the Buyer to work with the successful supplier to undertake a supply chain mapping exercise to have a more informed position of any modern slavery risks within the wider supply chain beyond first tier/prime supplier. Such an exercise may also cover wider compliance with all relevant social, ethical and legal requirements of first tier/prime Suppliers and their supply chain.

For further information on the MSAT and registration process, please visit:

https://supplierregistration.cabinetoffice.gov.uk/msat

7. Quality Assurance Requirements

Not Applicable

8. Other Requirements

8.1 Information Assurance and Governance

IAG Security Schedule

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.

- **Asset Management**
  The supplier shall implement and maintain an asset register that identifies and records the value of sensitive DVLA assets which require protection. This includes both physical and information assets. Risk assessments should be managed to ensure that the security of the asset is proportionate to the risk depending on value and sensitivity.

- **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.

- **Risk Assessment**
  - **Technical**
    The supplier shall perform a technical information risk assessment on the service/s supplied and be able to demonstrate what controls are in place to address any identified risks.
  - **Security**
    The supplier shall ensure an annual security risk assessment is performed at any sites used to process or store any DVLA data. This assessment must include perimeter security, access controls, manned guarding, incoming mail and delivery screening, secure areas and/or cabinets for the storage of sensitive assets and have a demonstrable regime in place for testing controls against operational requirements.

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.

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/or DVLA systems

    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 BPSS comprises verification of the following four main elements:
    1. Identity;
    2. Employment History (past 3 years);
    3. Right to Work (RTW) in the UK;
    4. Criminal Record Check (unspent convictions only).

    BPSS is a series of checks conducted once a provisional offer of employment is accepted by individuals. A formal offer shall only be made once BPSS is passed. BPSS is not a national security vetting (NSV) clearance. It applies to all individuals working within and for the government, such as civil servants, contractors, members of the armed forces, temporary staff and suppliers.

    The supplier is required to provide evidence that the relevant BPSS checks (as listed above) have been undertaken.

- **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 provided 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 provided where reasonably requested by DVLA.

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 or machine learning technologies to carry out activities in delivery of this contract.

Suppliers must state any plans to use such tools/solutions in their proposals and describe in detail how they will be integrated into your service offerings and used in the delivery of the contract.

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.

If the supplier has no plans to use AI tools/solutions/technologies in the delivery of the contract they should state so in their proposal.

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 tenderers 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
  - Security update management

The successful tenderer 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, 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 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 Buyer 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."

The Buyer 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 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. The Buyer 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 Buyer.

8.5 Business Continuity

The Supplier shall have business continuity and disaster recovery plans in place to maintain or quickly resume any Goods/Services provided to the Buyer and shall maintain compliance with relevant legislation.

8.6 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**

8.7 Use of Buyer Brands, Logos and Trademarks

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

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

9. Management and Contract Administration

Invoicing Procedures

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

Subcontracting to Small and Medium Enterprises (SMEs):

The Buyer 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 may 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 Supplier shall fully cooperate with the Buyer 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 prices submitted

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 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:

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

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 = 100k/100k x 40 = 40%
Supplier B = 100k/180k x 40 = 22.22%

Overall Weighting Allocation

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

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). 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. Please provide a **YES/NO** response to this question	

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 Refer to the Appendix A Pricing Schedule**
	Total = 100%	