



Specification

Opentext Vignette Licenses and Support ITS

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1. Introduction

In accordance with the terms and conditions of Lot 3: Software and Associated Services - RM6068 Technology Products and Associated Services the Department for Transport (DfT) invites proposals for the following requirements detailed within this Specification.

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).

OpenText software manages the Agency's business-critical image/document library, which serves a number of business areas at DVLA, as well as providing images for external customers. It currently contains several hundred million images of registration/application forms and other customer correspondence, which are key records supporting DVLA's vehicle and driver registers. The largest single system dependent on the OpenText library is the Agency's casework system, CASP, with over 1000 users.

The Authority currently have a Opentext Vignette Licenses and support agreements which expire 20 December 2021. This requirement is for a new license and support agreement which must commence no later than 21st December 2021 for a period of 4 years.

The contract will allow the Authority to procure the term licence and support required. It is understood payment must be made in advance for Year 1 support and maintenance initially, with subsequent years support and maintenance paid annually in advance.

3. Procurement Timetable

The timetable for this Procurement is as follows. 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
Advertise tender via CCS eSourcing Portal	18 th November 2021
Deadline for the receipt of clarification questions	24 th November 2021 09:00
Deadline for responses to clarification questions	25 th November 2021
Deadline for the receipt of bids (bid submission deadline)	29 th November 2021 10:00
Evaluation period	30 th November 2021 – 12 th December 2021
Intended award of contract	13 th December 2021

4. Scope

The requirement is for this license agreement which must commence no later than 21st December 2021 and will be for a period of 4 years. Support will be paid for annually in advance. Products to be included are listed in Section 6.

With the IDM platform in sustainment support and maintenance this renewal must include an upgrade path within the solution at no additional term licence cost. This will enable DVLA to vary the agreement to a current OpenText platform (Extended ECM and InfoArchive) and away from the sustained support platform should the DVLA choose to.

5. Implementation and Deliverables

The contract must be in place to commence no later than 21st December 2021.

6. Specifying Goods and / or Services

The listed items below confirms the products and quantities required:

OpenText Software 4 Year Term Licence	SKU	QTY	LICENSE MODEL
ECM One time fee right to use license for IDM/Records & Documents	REDACTED	5500	Named users
Extended ECM Platform Named User	REDACTED	5500	Named users
InfoArchive Enterprise Platform	REDACTED	25	TB
Support Services		SKU	
IDM/Records & Documents Prime Protect		REDACTED	
InfoArchive Prime Protect		REDACTED	
Support Services Annual			

The above support services must be provided as per the 'Opentext - Support and maintenance programme handbook'.

7. Quality Assurance Requirements

N/A

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.

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 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.

Data Protection Impact Assessment (DPIA)

Please note that the successful tenderer, as part of the contract, agrees to comply with the processes of a Data Protection Impact Assessment (DPIA). Following identification of the preferred bidder, the DPIA must be completed satisfactorily and approved by DVLA's Data Protection Officer. A retrospective DPIA for the Image Capture Data Archive (ICDA) processing activity will be conducted during the contract term. When work on this DPIA starts, DVLA may need some information/reasonable assistance from the supplier given that this tool may form a central component of the ICDA process.

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 Cyber Security

N/A

8.3 Data Sharing

N/A

8.4 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>

The DVLA require the successful tenderer to confirm their understanding and acceptance of each point 8.4.1 – 8.4.3 and supply information if it has been requested:

8.4.1 - The DVLA is committed to sustainability and as such the Supplier should consider this as part of their submission.

The DVLA requires the successful tenderer to:

- be aware of and willing to align to the [Greening Government ICT and Digital Services Strategy 2021-2025](#);

- Comply with the DVLA's Environmental Policy:
<https://www.gov.uk/government/publications/dvlas-environmental-policy>;
- Where appropriate, assist the DVLA in achieving its Greening Government Commitments as detailed on
<https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2021> i.e. reduce CO₂ emissions through energy consumption and travel, reduce water consumption and waste produced;
- Be able to evidence continual environmental improvements in their own organisation (ideally through an accredited EMS, i.e. ISO 14001, Green Dragon etc);
- Ensure its own supply chain does not have negative environmental or social impact and;
- Where required, be able to provide data on carbon emissions related to the products/ services being supplied to aid with scope 3 emission calculations.
- Provide the specified goods/ services without the use of single use plastic in line with Government commitments.

8.4.2 - The Supplier shall provide their sustainability or environmental policy.

8.4.3 -The Supplier shall be able to meet and evidence conforming to the relevant [Government Buying Standards](#).

8.5 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):

All contractors working in the Agency on any of our premises must fully comply with relevant health and safety legislation, together with health, safety and welfare policy and management arrangements applied by the Agency. If appropriate, these issues must be addressed at or before the award of the contract and may form part of the procurement process. Where requested, Contractors will be required to provide copies of their health and safety policy statement, risk assessments and method statements, clearly identifying any safety implications that their activities may have and how these will be managed. Contract management staff are responsible for checking health and safety information provided by contractors, and passing relevant information to local line management and staff. Contractors' safety performance will be monitored and checked as part of normal contract management.

Tenderers should:

- Have an appointed competent person responsible for H&S, details to be made available to DVLA on request
- Have emergency arrangements and plans for their goods/product/service, and observe DVLA's arrangements whilst on site, or through the course of the business or contract
- Have adequate provision for your own first aid when on site
- Have an accident reporting and recording process for all near miss, accidents/incidents, or violent and aggressive behaviours. Any incident on DVLA site should be reported immediately to the DVLA's Health and Safety Team
- Communicate with DVLA on any health and safety matter or issue in relation to the contract/product/supply of goods or service, notifying DVLA of any Health and Safety hazard, which may arise in connection with its supply of goods, products, or services
- Indemnify DVLA in the instance where failure of the company's product/service, acts or omissions, with regards to health and safety, results in an economic penalty, time delay, issue, accident/incident or claim against the Agency
- Have suitable and sufficient insurance cover for all business/products/services supplied/that are provided to DVLA
- Have documented, suitable and sufficient, risk assessments and method statements, covering all significant activities and deliveries of products, goods and services. Copies to be made available to DVLA on request
- Have a Covid-19 risk assessment with a copy made available to DVLA on request
- Have read and understood the latest DVLA Covid-19 risk assessment before entering the site
- Have completed a Covid-19 questionnaire at the pass office
- Although not mandatory, consider taking part in a lateral flow test
- Provide suitable and sufficient health and safety training, information and instruction for all its employees/contractors/subcontractor. Records to be made available on request
- Engage with DVLA's Security/Estates Management Group to arrange access to all DVLA premises/buildings
- Comply with all vehicle and driver legal requirements and DVLA policies whilst driving on premises or conducting business for DVLA

8.6 Estates

N/A

8.7 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 upon request.

8.8 Business Continuity

N/A

8.9 Procurement Fraud

<p>The Driver and Vehicle Licensing Agency (DVLA) adopts a zero tolerance approach to procurement fraud and bribery.</p>

A counter fraud and bribery culture has been embedded at DVLA and is actively promoted amongst all staff, including procurement specialists.

- DVLA is committed to continually improve the awareness and understanding of its staff to actively prevent, deter and detect procurement fraud and bribery. report details immediately through the appropriate channel if procurement fraud and bribery is suspected,
- Co-operate fully with the DVLA Counter Fraud & Intelligence Team.

In addition, DVLA requires its procurement specialists to;

- prevent, deter and detect procurement fraud and bribery,
- ensure adequate control measures exist and operate effectively,
- assess the risk of procurement fraud and bribery,
- regularly review and test control measures and implement new control measures where necessary.

If procurement fraud or bribery is suspected, DVLA will consider and investigate and may report the matter to:

- Agency Fraud Officers;
- the Police and share with counter fraud organisations;

If procurement fraud or bribery is proven (i.e. sanctioned), DVLA may:

- exclude a potential supplier from a procurement procedure,

- suspend or terminate a contract with a supplier,
- Take steps to recover financial losses.

DVLA expects the highest standards of conduct and integrity from its staff, potential suppliers and its contractors. Individuals and organisations have a responsibility, in deterring procurement fraud and bribery and to report any instances where it is suspected or detected.

DVLA requires potential suppliers and its contractors to;

- act with integrity, propriety, honesty, objectivity, accountability and openness,
- take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud and bribery by its staff and any sub-contractors,
- actively avoid, prevent and deter any behaviour or activity that might be considered as collusion, i.e. operating a cartel, bid rigging, bid suppression, cover bidding, bid rotation, market division and price fixing;
- actively avoid, prevent and deter any behaviour or activity that might be considered as bribery or corruption, in contravention of The Bribery Act 2010, e.g. paying a sum of money, or other inducement, directly or indirectly to any person/s in relation to any DVLA contract or tender for goods, works or services;
- declare any conflict of interest that might arise before, during or after a procurement process,
- provide and maintain accurate contract performance records/data,
- provide and maintain accurate financial documentation, e.g. invoices,

DVLA requires its staff to;

- act with integrity, propriety, honesty, objectivity, accountability and openness
- be alert to the possibility that unusual events or transactions could be indicators of procurement fraud and bribery

8.10 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

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-contracts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see the Gov.Uk [website](#) 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 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

N/A

11. Documentation



Invoice Procedures
(002).doc

12. Arrangement for End of Contract

The successful supplier may be required to work with the Authority to instigate and support any relevant exit activities as reasonably required.

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.

Your tender 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 (if applicable)

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

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 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

Evaluation Criteria	Weighting
Mandatory Requirements	Pass/Fail
Financial / Price Criteria	100%
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.

14. Points of Contact

Commercial Advisor	Name	REDACTED
	E-mail	REDACTED
Project Lead/Business Area Contact	Name	REDACTED
	E-mail	REDACTED

All queries/questions should be sent to the Commercial Advisor

15. Annexes:

Annex 1 – Evaluation Criteria:

Mandatory Criteria

15.1

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.

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 be deemed non-compliant and their bid will be rejected.

15.2

Bidders are required to confirm their ability to provide all requirements detailed within this specification no later than 20th December 2021.

15.3

Bidders are required to provide their agreement to all requirements included within Sections 6, 8, 9 and 12.

Financial/Pricing Criteria

Primary Financial/Pricing Criteria	Financial/Pricing Weighting (%)	Description
Pricing Requirements	100	<p>Please provide your total fixed price to deliver all requirements within this Tender Specification.</p> <p>The Authority will only accept completed copies of the attached Pricing Schedule. No other documentation will be evaluated and may deem your tender submission non-compliant.</p>
	Total = 100%	