

Specification

Provision of Microsoft Enterprise Subscription Agreement

Contract Reference: PS/23/40

Framework Title & Reference: Technology Products and
Associated Services RM6068

Date: 30th May 2023

Version: 1.0

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1. Introduction

In accordance with the terms and conditions of *Technology Products and Associated Services Framework RM6068* the Driver and Vehicle Licensing Agency (**DVLA**) invites proposals for the provision of the DVLA Microsoft Enterprise Subscription Agreement including Dynamics licences and Power Apps licences.

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 has a Microsoft Enterprise Subscription Agreement which expires 30/09/2023. DVLA also has a contract for the provision of Microsoft Dynamics licences and a smaller contract for the provision of Power Apps licences.

This requirement is for a 3-year contract for renewal of the subscription licences currently provided in the above contracts.

The proposed contract must allow DVLA to procure additional subscription licences throughout the term of the contract. It must also allow DVLA to true-up/down on an annual basis.

DVLA require pricing for all products detailed in section 6 in response to this tender.

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
Publication of ITT via DfT sourcing portal	31/05/2023
Deadline for receipt of clarifications	Midday on 02/06/2023
Deadline for the publication of responses to ITQ clarification questions	17:00hrs on 05/06/2023
Deadline for receipt of responses via DfT Sourcing Portal	23:59hrs on 08/06/2023

Evaluation of responses plus Business Case Approval	09/06/2023 – 28/07/2023
Notification of contract award decision (issue of standstill letter)	31/07/2023
"Standstill" period It is DVLA Policy to apply a Standstill period to above threshold Call Offs	Midnight at the end of 10/08/2023
Confirmation of contract award (Issue Award Letter)	11/08/2023
Execution (signature) of Call-Off Contract	By 17/08/2023
Target service commencement date	01/10/2023

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 requirement is for a Microsoft Enterprise Subscription Agreement which will commence on 1st October 2023 and will be for a period of 3 years. It will be paid annually in advance.

The proposed agreement must allow DVLA to true-up/true-down on an annual basis which will be conducted between 60 and 30 days prior to the anniversary of the commencement date.

The proposed agreement and associated costs provided must include provision of:

- Training Vouchers
- Online E-Learning
- Home use program

The proposed agreement must also include access to the Microsoft Volume Licensing Service Centre (VLSC) which provides access to:

- Download of products and keys
- Access to Licensing information
- Relationship summary and licence summary details
- Status of enrolments
- Activation of Software Assurance Benefits

5. Implementation and Deliverables

The contract must be in place to commence 1st October 2023.

6. Specifying Goods and / or Services

The requirement is for a 3-year Microsoft Enterprise Subscription Agreement to include the products listed in the below table:

Product Code	Product	Quantity
228-04437	SQLSvrStd ALNG LicSAPk MVL	75
359-00960	SQLCAL ALNG LicSAPk MVL UsrcAL	6820
6VC-01251	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL	650
6VC-01252	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrcAL	295
77D-00110	VSProSubMSDN ALNG LicSAPk MVL	40
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	25
7LS-00002	Project Plan3 Shared All Lng Subs VL MVL Per User	230
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	794
9EN-00494	SysCtrStdCore ALNG LicSAPk MVL 2Lic CoreLic	34
9GA-00006	Histoscore ALNG LicSAPk MVL 2Lic CoreLic	1
9GS-00495	CISSteDCCore ALNG LicSAPk MVL 2Lic CoreLic	1
AAA-28605	M365 E5 ShrdSvr ALNG SubsVL MVL PerUsr	6820
MX3-00115	VSEntSubMSDN ALNG LicSAPk MVL	6
N9U-00002	VisioOnlnP2 ShrdSvr ALNG SubsVL MVL PerUsr	425
DDW-00003	D365 Customer Service Sub Per User	683
SPU-00002	Power Apps Plan Shared Server All Language Subscriptions Licence Per User	4
SEJ-00002	Power Automate Plan Shared Server All Language Subscription Licence Per User	4
V9B-00001	Teams Room Pro (based on per device)	25
WFI-00005	Teams Premium	1

DVLA also require Extended support for Windows Server 2012 R2

Products	End of Extended Support/ESU Start Date	ESU End Date Year 1	Quantity
Windows Server 2012/R2	October 10, 2023	October 8, 2024	180

If ESU is required beyond Year 1, DVLA will request a quotation for Years 2 and 3 separately.

6.1 Service Levels

The details of the Service levels applicable to this requirement are outlined below:

Ref	Contract Performance Area	Service Level / KPI Description	Measurement Period and Frequency	Required Service Level
#1	Technical Support	24x7 Problem Resolution Support including Extended Hotfix Support	Quarterly	100%

7. Quality Assurance Requirements

Not applicable.

8. Other Requirements

8.1 Information Assurance

Removable Media

Suppliers should note that removable media is not permitted in the delivery of this Contract. Where there is a requirement for Supplier 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

Suppliers are 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.

Processing Personal Data and Data

Please note that the successful supplier 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.

Delivery of this contract will require the supplier to process Personal Data (as defined in the GDPR) on the DVLA's behalf. The supplier will process Personal Data only on the DVLA's documented instructions, as set out in the 'Schedule of Processing, Personal Data and Data Subjects' (**Annex 2 and Joint Schedule 11 – Processing Data**).

Processing of Government Data

This contract will require the successful supplier to process Government data on DVLA's behalf. The successful supplier will be required to complete a Statement of Assurance Questionnaire (SoAQ – **Appendix D**) prior to formal contract award and before any processing of data commences in relation to this contract, to satisfy DVLA that its data will be appropriately protected. The SoAQ is included as part of the ITQ as **Appendix D**. 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.

Suppliers are required to confirm their understanding and acceptance of the requirement to complete and return the Questionnaire during the **Standstill Period**.

The completed Questionnaire will be assessed by our Information Assurance Group and DVLA will work with the successful supplier to address any information aspects requiring improvement.

The HMG Security Policy Framework requires Departments to conduct an annual compliance review of third-party suppliers. The Questionnaire will 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.

Information Supply Chain

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

Data Protection Impact Assessment (DPIA)

Please note that the successful supplier, 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 prior to formal contract award and before any processing of data commences in relation to this contract.

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.

Suppliers must indicate in their response whether any DVLA data supplied as part of the contract, would be offshored. If so, suppliers 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 supplier 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 supplier 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

DVLA is committed to reducing any negative impacts produced by our activities, products and services. This aligns to the Greening Government Commitments 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 Supplier shall comply with DVLA's Environmental Policy.

Where appropriate, the Supplier shall assist DVLA in achieving its Greening Government Commitments as detailed on [Greening Government Commitments 2021 to 2025 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025) i.e. Reduce CO₂ emissions through energy consumption and travel, reduce water consumption and waste produced.

The Supplier shall be able to evidence continual environmental improvements in their own organisation (ideally through a certified EMS, i.e. ISO 14001).

The Supplier shall ensure its own supply chain does not have negative environmental or social impact.

If requested, the Supplier shall be able to provide data on carbon emissions related to the products / services being supplied to aid with scope 3 emission calculations.

If available, the Supplier shall provide a copy of their sustainability or environmental policy.

The Supplier shall promote resource efficiency and waste avoidance, to reduce waste arising and consumption of natural resources.

The Supplier shall be committed to reducing their carbon emissions in line with per year.

Ensure that any activities conform to overarching principles in the [Greening Government ICT and digital services strategy 2020-2025](https://www.gov.uk/government/publications/greening-government-ict-and-digital-services-strategy-2020-2025). Namely the Government's vision to be a global leader in sustainable ICT. The Supplier must confirm their understanding and acceptance of the strategy.

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.

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. 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.

8.5 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.

8.6 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 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

As set out in Section 4.

11. Documentation

Pricing Schedule Appendix A

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

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:

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
Financial / Price Criteria	100%
Total	100%

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>	

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
	Total = 100%	

Annex 2

Schedule1: Schedule of Processing, Personal Data & Data Subjects

This Schedule shall be completed by the Controller. The Controller may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: **REDACTED**
2. The contact details of the Processor's Data Protection Officer are: **insert contact details** - to be confirmed following contract award .
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Framework Joint Schedule 11 (Processing Data).
Subject matter of the processing	<p>The Microsoft ESA contract PS/23/40 is for the subscription of Licences, along with support for the Microsoft products listed in section 6 on this document.</p> <p>These licences provide access to use MS products based both on Authority's site and as part of Microsoft M365 offering which are hosted within the Microsoft Azure cloud platform.</p> <p>The support element covers access to product and security patches and access to support portals and telephone support.</p>
Duration of the processing	<p>The Supplier will Process this Data on behalf of the Authority for the duration of the 3-year contract which is due to expire 30th September 2023</p> <p>The term of this Call-Off Agreement; 01st October 2023 – 30th September 2026. 36 months</p>

Nature and purposes of the processing	<p>The contract is for the provision of operating licenses (subscriptions).</p> <p>The Supplier will use and otherwise process Authority Data and Personal Data only to provide the operating licences and online services. In particular:</p> <ul style="list-style-type: none"> • Delivering functional capabilities as licensed, configured, and used by the Authority and its users, including providing personalized user experiences; • Troubleshooting (preventing, detecting, and repairing problems); and • Ongoing improvement (installing the latest updates and making improvements to user productivity, reliability, efficacy, and security). <p>When providing the services, the Supplier will not use or otherwise process Customer Data or Personal Data for any other purpose, unless such use or processing is in accordance with Authority's documented instructions.</p>
Type of Personal Data	<p>The types of Personal Data include user names and contact information in Active Directory and content that may be uploaded or created in specific services, which may include but are not limited to:</p> <ul style="list-style-type: none"> • Name • DoB • Address • Email address • Phone number/s • Photos/ Video/ Audio/ Text documents • User Name/ Lan ID • Authentication Data • Staff Number • Log Events/Audit Trails • Connection Information (e.g., IP address, device/machine unique identifiers, web cookies, host information, approximate host location, pages visited, services used) • Location Data (Including Geotags, GPS Records and Latitude & Longitude) • Driver/Vehicle Data <p>Other data may also include - Service Generated Data, Diagnostic Data, Support Data</p>

Categories of Data Subject	<p>The categories of Data Subjects include but are not limited to the:</p> <p>Authority's employees, contractors, suppliers, and customers but may vary depending on the Authority's use and configuration of the services.</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Upon cancelation on this contract, Microsoft retains Authority data stored in Microsoft 365 in a limited-function account for 90 days to enable the subscriber to extract the data. After the 90-day retention period ends, Microsoft disables the account and deletes the Authority data. No more than 180 days after expiration or termination of a subscription to Microsoft 365, Microsoft disables the account and deletes all Authority data from the account. Once the maximum retention period for any data has elapsed, the data is rendered commercially unrecoverable.</p> <p>The Authority may also contact Microsoft Support and request expedited subscription de-provisioning. In this process, all user data is deleted three days after the administrator enters the lockout code provided by Microsoft. This includes data in SharePoint Online and Exchange Online under hold or stored in inactive mailboxes</p> <p>Further details of the Microsoft Data handling policy can be found here.</p> <p>https://docs.microsoft.com/en-us/office365/Enterprise/office-365-data-retention-deletion-and-destruction-overview#subscription-retention</p>