Specification

Provision of RWEB & Reflection X Support and Maintenance

**Contract Reference:** PS/24/152

**Framework Title & Reference:** Technology Products and Associated Services 2 RM6098

**Date: 09/01/2025**

**Version: v0.3**

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## 1. Introduction

In accordance with the terms and conditions *of* Technology Products and Associated Services 2 RM6098 the Driver and Vehicle Licensing Agency (**DVLA**) invites proposals for the following Services.

## 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 DVLA currently have a contract for the provision of support and maintenance of RWEB and Reflection X software which expires 31/03/25.

This requirement is for a renewal contract for 12 months.

RWEB is currently a necessary component of DVLA infrastructure providing DVLA staff with access to Mainframe based services via their web browsers.

## 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.

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

|  |  |
| --- | --- |
| **Event** | **Date** |
| Issue of the ITQ to all potential suppliers | 14th January 2025 |
| Deadline for receipt of clarifications | 23:59 on 21st January 2025 |
| Deadline for the publication of responses to ITQ clarification questions | 17:00 on 22ndJanuary 2025 |
| Deadline for receipt of responses | 23:59 on 28th January 2025 |
| Evaluation of responses | 29th January – 12th February 2025 |
| Notification of contract award decision | 13th February 2025 |
| Execution (Signature) of Call off Contract | By 06th March 2025 |
| Contract start date [and start of mobilisation period] | 01st April 2025 |

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 renewal of Support and Maintenance for existing perpetual licences as detailed in section 6. The contract duration is for 12 months.

**5. Implementation and Deliverables**

The support contract must be in place to commence 01/04/2025.

## 6. Specifying Goods and / or Services

Provision of extended support and maintenance for the products listed in the below table. The contract will be for 12 months covering period 01/04/25 – 31/03/26.

|  |  |  |
| --- | --- | --- |
| RWEB and Reflection X S&M renewal | | |
| **Product Description** | **Quantity** | **Support** |
| Reflection for the Web Enterprise Edition Licensed Unit Special | 1508 | Yes-Extended Support |
| Reflection X Licences | 7 | Yes-Extended Support |

* 1. **Service Levels**

The support and maintenance package required is Extended Support and will include:

* Critical (P1) fixes for a product that has entered Sustaining Maintenance
* Pre-existing Product Patches and releases
* On-line issue reporting
* On-line knowledge base
* Call handling/issue resolution with the next available product specialist

Response targets:

* Critical (Severity 1) – response 1 hour
* High (Severity 2) – response 3 hours
* Medium (Severity 3) – response 6 hours
* Low (Severity 4) – response 1 business day

**6.2 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 isdedicated 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.

* **Redundant Equipment / Media**

The Supplier shall securely destroy all redundant equipment or media that has held DVLA data in line with good industry practice and DVLA instructions. The Supplier must also be able to provide a certificate or confirmation of destruction/erasure upon 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:

1. individual responsibilities for identifying and reporting security incidents and information security breaches;
2. a reporting matrix including escalation points;
3. an up to date list of relevant internal and external contact points; and
4. 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.**

* **International Transfers (Offshoring) of Government Data**

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

The Supplier (and any of its third party sub-contractors, sub-processors or suppliers) shall not, transfer, store, process, access or view DVLA data outside of the UK without the prior written approval of DVLA, which may be subject to conditions. Any changes to offshoring arrangements must also be approved by DVLA.

Any request to offshore DVLA data must receive formal approval from DVLA prior to the commencement of any data processing activity. This is requested through the completion of DVLA’s offshoring questionnaire.

In the event that the supplier proposes to offshore any DVLA data as part of the contract, they would be required to provide details in the offshoring questionnaire about the processing to be carried out offshore, including:

1. the privacy risks and the security controls in place to protect the data;
2. how the offshoring arrangement is legitimised to comply with relevant data protection legislation (e.g. adequacy decision, appropriate safeguards, Standard Contractual Clauses/International Data Transfer Agreements); and
3. where applicable details of any transfer risk assessment that has been conducted, along with any supplementary measures implemented.

* **Cookies, Web Beacons and Similar Technologies**

The supplier shall not implement or use non-essential cookies, web beacons or similar technologies without the prior written approval of DVLA.

**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](https://www.gov.uk/guidance/united-kingdom-security-vetting-applicant). 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.

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

The Buyer wishes to understand any proposed use of any Artificial Intelligence (AI) tools that will be used in the delivery of this contract. Tenderers must state any plans to use such tools in their proposals. Any proposed AI tools or extensive processing of data would need to be discussed and agreed with the Buyer before delivery as part of the contracted work.

Where machine learning technologies are used as part of the products/services you intend to provide, please describe how these technologies are integrated into your service offerings.

In addition, 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 Authorised Representative who will consider the proposal and either confirm or decline the usage of AI tools/solutions.

**8.2 Cyber Security**

Not applicable

**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.

**8.6 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 available on request from the DVLA.

**8.7 Business Continuity**

The Supplier shall have business continuity and disaster recovery plans in place to maintain or quickly resume any services provided to DVLA and shall maintain compliance with relevant legislation.

**8.8 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.**

**8.9 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](https://www.gov.uk/government/publications/department-for-transport-actions-for-improving-business-opportunities-for-small-and-medium-enterprises) 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

### Not applicable

## 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 this section

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 below to obtain the optimal balance of social value (10%)and cost(90%).

**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:

(Allocated Score

X Weighting

Maximum Score)

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 x 10) = 6%. The scores for each element will then be added together to calculate the overall quality 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:

(Lowest Quoted Price

X Maximum Score Available (i.e. Weighting)

Price Quoted per Supplier)

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** |
| **Quality Criteria and Social Value Criteria (if applicable)** | 10% |
| **Financial / Price Criteria** | 90% |
| **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.

## 

## 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 |  |

**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**

| **Primary Financial/Pricing Criteria** | **Financial/Pricing Weighting (%)** | **Description** |
| --- | --- | --- |
| **Pricing Requirements** | **90%** | **Refer to the Appendix A Pricing Schedule** |
|  | **Total = 90%** |  |